

time:matters Netherlands B.V.  
Terms & Conditions of Carriage  
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# **time:matters**

**A company of Lufthansa Cargo**

**time:matters Netherlands B.V.**  
**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.

**1. Preamble**

- 1.1 These Conditions apply to all transportation, document delivery, air freight, on-board-courier and delivery services and also all similar or related services offered by time:matters Netherlands B.V.. A Customer making use of one of time:matters Netherlands B.V.'s services therewith accepts the applicability of these conditions.
- 1.2 These conditions supersede all previous written, oral or tacit agreements between time:matters Netherlands B.V. and the Customer. time:matters Netherlands B.V. is not committed to any deviation from these conditions unless such deviation is in writing and signed by an authorized representative of time:matters Netherlands B.V.. In the absence of such a written agreed upon deviation these Conditions and the conditions mentioned in the time:matters Netherlands B.V. airway bill as prepared, at least signed, by the Customer shall constitute the entire agreement between time:matters Netherlands B.V. and any Customer making use of the services offered by time:matters Netherlands B.V.. not any employee of time:matters Netherlands B.V. is authorised to change these conditions or to deviate therefrom except as mentioned above.

**2. Service**

- 2.1 time:matters Netherlands B.V. (hereafter "Contractor") offers its Customers rapid shipment service in accordance with these Terms & Conditions of Carriage (hereafter "TCC").
- 2.2 The Contractor carries the shipment pursuant to the provisions of Section 5. The Contractor is allowed to subcontract the transport to a suitable freight carrier.
- 2.3 The Contractor reserves the right to select the freight carrier.
- 2.4 A railway station or an airport shall be the typical place of departure and destination.
- 2.5 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.

- 2.6 The Contractor shall not undertake to verify the condition or completeness of the consignment at the transportation transfer points.
- 2.7 The Customer may opt for shipment partially by air, rail, or road, subject to Contractor's acceptance of such terms upon order placement. The most restrictive conditions applicable to a particular shipment method pursuant to Section 5 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.
- 2.8 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.
- 2.9 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.
- 2.10 The Contractor is allowed to 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.

### **3. Scope of TCC**

- 3.1 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.
- 3.2 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.
- 3.3 These TCC supersede all prior versions for services rendered by the Contractor.
- 3.4 The Contractor reserves the right to unilaterally amend these TCC, as deemed necessary and appropriate.
- 3.5 The Contractor shall make these TCC available in print form, and electronically under [www.time-matters.com](http://www.time-matters.com), whereby the latter shall be the up-to-date official version.

### **4. Definitions**

- 4.1 A document in the sense of these TCC shall be understood to be any matter without commercial value being in an envelope, bag, case, box, parcel or other packaging as accepted by time:matters Netherlands B.V. for the purpose of carriage.
- 4.2 A parcel in the sense of these TCC shall be understood to be any matter with a commercial value being in an envelope, case, box or other packaging as accepted by time:matters Netherlands B.V. for the purpose of carriage.

- 4.3 A consignment or shipment in the sense of these TCC shall be understood to be the total of all (each) document(s) or parcel(s) (irrespective of the number of envelopes, bags, cases, boxes, parcels or other packagings that are used) that is accepted and/or collected by time:matters Netherlands B.V. at a certain point of time from a certain place under the same waybill number for the purpose of carriage to a certain address.
- 4.4 A collect consignment in the sense of these TCC shall be understood to be a consignment whereby the freight costs including the related taxes and other levies are to/have been paid by the consignee.
- 4.5 A consignment against cash on delivery in the sense of these TCC shall be understood to be a consignment whereby the consignee shall wholly or partly pay, in addition to the freight costs, the value of the consignment and all related costs, such as, taxes, levies and import and export duties.
- 4.6 “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/RID regulations, etc., or goods that pose a special hazard to humans, animals, transportation equipment, or other shipments.

## **5. Goods accepted for shipment**

- 5.1 The Contractor shall accept only the following goods for shipment, unless otherwise stipulated:
- 5.1.1 *Transportation (partly) by rail:* 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.
  - 5.1.2 *Transportation (partly) by air:* Shipments less than 32 kg, measuring no more than 120x20x20 cm or 70x50x50 cm. The Contractor shall apply a reasonable supplementary charge for larger/heavier shipments based on the contractual tariff.
  - 5.1.3 *Transportation (partly) by road:* Shipments less than 32 kg, measuring no more than 120x20x20 cm or 70x50x50 cm. The Contractor shall apply a reasonable supplementary charge for larger/heavier shipments based on the contractual tariff.
  - 5.1.4 *All other shipments:* Charges shall be based on the shipment weight and size, as stipulated by the Contractor and Customer.

- 5.2 The most restrictive conditions applicable to a shipment method shall govern the entire shipment when various forms of transportation are combined.
- 5.3 The value of goods of each consignment as mentioned in paragraphs 5.1.1-5.1.3 may not exceed € 2,500 unless otherwise stipulated. In addition the value of any jewellery or watches in a package shall not exceed the amount of € 500.
- 5.4 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. The Contractor offers a special service to handle shipments cooled with dry ice, and diagnostic specimens or biological substances.
- 5.5 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.
- 5.6 The Contractor is not a carrier maintaining scheduled services.

## **6. Charges / Invoicing**

- 6.1 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 framework 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.
- 6.2 The terms of payment are net fifteen (15) days, unless otherwise stipulated.
- 6.3 The Customer is not entitled to set off any debt by a claim from the Customer or consignee and/or is neither entitled to suspend its payment.
- 6.4 The Customer shall submit any claim with regard to the invoice or complaint about the invoice 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.
- 6.5 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.
- 6.6 The Contractor reserves the right to charge a reasonable supplementary fee with regard to delays that have arisen beyond the control of the Contractor. Such fees will be based on the contractual transportation fees. Unless specified in the schedule of fees, this supplementary fee shall be € 15.00 per half-hour or part thereof. The Contractor shall also invoice the Customer for extra expenses with regard 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.

- 6.7 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.

## **7. Right of lien**

- 7.1 The Contractor has a right of lien on goods and documents in his possession in connection with the contract of carriage towards any person who demands delivery of same. This right does not accrue to him if, at the time of receipt of the goods for carriage, he had reason to doubt the right of the sender to make the goods available for carriage for him.
- 7.2 The right of lien applies likewise to charges attached to the goods by the way of cash on delivery as well as the cash on delivery fee to which he is entitled, for which he is not obliged to accept security.
- 7.3 The Contractor may also exercise the right of lien against the sender for reason of what is still owed to him with respect to previous contracts of carriage.
- 7.4 Likewise, the Contractor may exercise the right of lien against the consignee who in this capacity became a party to previous contracts of carriage for reason of what is still owed to him with respect to these contracts.
- 7.5 If when settling the invoice a dispute arises over the amount due or if there is a need for a calculation to be made for the determination of what is due that cannot be made quickly, then the party demanding is obliged to pay forthwith the part which the parties agree is due and to furnish security for the part in dispute or for the part for which the amount has not yet been established.

## **8. Right of pledge**

- 8.1 All the goods, documents, and monies in possession of the Contractor in connection with the contract of carriage serve as pledge for all claims which he has against the Customer.
- 8.2 Except for the cases where the Customer has been declared bankrupt, has been granted moratorium of payments or has been declared subject to a debt reorganization scheme for natural persons, the carrier shall never be entitled to sell the pledged objects without permission from the Court in accordance with Section 3:248 para 2 Dutch Civil Code.

## **9. Pickup / Delivery / Not deliverable**

- 9.1 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.
- 9.2 The Customer shall waive the right to written proof of delivery, unless otherwise stipulated explicitly.
- 9.3 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.
- 9.4 The Customer shall bear the costs of return shipment including any applicable customs fines, for example if the consignment is not deliverable or the actual carrier refuses acceptance.
- 9.5 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.
- 9.6 The Contractor shall organize transport with the next available connection, in the event the originally scheduled flight or freight train cannot be taken or reached for any reason whatsoever.

## **10. Interruption of service**

- 10.1 If the Contractor is unable to start or continue with carriage the Customer's consignment for a reason beyond its control, Contractor will not be in breach of its agreement with the Customer but will take all steps that are reasonably practicable in the circumstances to commence the carriage. Examples of events beyond Contractor's control are disruption to air or ground transportation due to bad weather, fire, flood, war, hostilities, civil disturbance, acts of government or other authorities (including, without limitation, customs) and labour disputes or obligations affecting Contractor or some other party.

## **11. Right to inspect the shipment**

- 11.1 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.

## **12. International shipments / Customs**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 The Contractor shall commission its own customs clearance broker(s), if customs clearance by the Contractor has been agreed upon pursuant to an explicit supplementary order from the Customer.
- 12.6 The Contractor is not liable for any damage howsoever caused arisen from any act or omission by the Contractor, its employees and/or its subcontractors, in relation to customs clearance.

### **13. Dangerous goods / Packaging / Labeling**

- 13.1 The Contractor shall specify the transportation service for shipment of dangerous goods, each shipment of which is to be accompanied by a separate waybill.
- 13.2 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.
- 13.3 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 ADR/RID and other national provisions with respect to their classification, type of packaging, marking, and labeling.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 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 with regard to the shipment, such as transport back to the Customer, destruction of the consignment, measures taken to prevent accidents, etc.
- 13.8 Acceptance of a consignment of dangerous goods by the Contractor shall not automatically imply acceptance by the intended air carrier.

## **14. Responsibilities of Customer**

14.1 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 with regard to 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 damage that arise from disregard of the above responsibilities, regardless whether or not the Customer is at fault.

## **15. Delays**

15.1 The Contractor shall be liable for any delay, if it guaranteed delivery by a given deadline; however, this liability is limited to the freight for the shipment concerned.

15.2 Upon request, the Contractor shall reimburse the freight paid if the delivery is more than three hours overdue, subject to the applicable liability provisions. The freight 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.

15.3 The transportation of shipments can be optimized only if the entire process is handled by the Contractor.

## **16. Liability of Contractor**

### 16.1 Carriage by air

In case of carriage by air the Contractor is liable for loss of and/or damage to the goods and/or delay in delivery of the goods in accordance with the provisions on liability of the carrier of the Montreal Convention 1999. Carriage by air begins from the moment that the goods are unloaded from the vehicle delivering the goods to the airport and carriage by air ends at the moment that the goods are loaded on the vehicle collecting the goods at the airport or – as the case may be – at the moment that the goods are accepted at the airport for delivery by the consignee.

### 16.2 Carriage by road

In case of carriage by road, be it national or international carriage, the Contractor is liable for loss of and/or damage to the goods and/or the delay in delivery of the goods in accordance with the provisions on liability of the carrier of the CMR.

### 16.3 Carriage by rail

In case of the carriage by rail the Contractor is liable for loss of and/or damage to the goods and/or delay in delivery of the goods in accordance with the provisions on liability of the carrier of the COTIF-CIM 1999.

#### 16.3.1 Carriage by sea

In case of carriage by sea the Contractor is liable for loss of and/or damage to the goods in accordance with the provisions on liability of the carrier of the Hague-Visby Rules. The Contractor is not liable for delay in delivery of the goods.”

### 16.4 Multimodal transport

#### *16.4.1 If the place of loss, damage or delay is known*

If the goods are (to be) carried from their point of departure to their point of destination partly by air, road or rail, the Contractor is liable for loss of and/or damage to the goods and/or delay in delivery of the goods in accordance with the provisions as mentioned in paragraph 16.1, 16.2, 16.3 or 16.3.1 and which

provisions are respectively applicable to the place where the loss, damage or delay occurred.

16.4.2 *If the place of loss, damage or delay is not known*

If the goods are (to be) carried from their point of departure to their point of destination and the place where the loss, damage or delay occurred is not known, the Contractor is liable for loss of and/or damage to the goods and/or delay in delivery of the goods, unless the Contractor proves that he is not liable for such loss, damage or delay in accordance with the provisions of paragraph 16.1, 16.2, 16.3 and 16.3.1 on liability.

16.5 *Limits of liability*

16.5.1 If the Contractor providing logistic services other than transport, such as, but not limited to, customs services and warehousing, is liable for loss of and/or damage to the goods and/or delay in delivery of the goods, Contractor's liability is always and in all cases limited to at the most € 2.500,- per event or series of events with the same cause, except in case of intent or conscious recklessness on the part of the management of the Contractors.

16.6 No liability for consequential loss for any direct or indirect consequential loss, howsoever caused. Consequential loss is understood to be, for example, but not limited to, loss of income, profit, interest, loss of a market or goodwill, any resulting additional costs, etc.

**17. Indemnification; Himalaya clause**

17.1 The Customer who fails to meet any obligation which the law or these conditions impose on him is obliged to indemnify the Contractor against all damage which he might suffer as a result of this non-compliance when he is held liable by a third party on account of the carriage of the goods.

17.2 When employees and/or subcontractors of the Contractor are held liable on account of the carriage of the goods, these persons may invoke each liability limitation and/or exoneration which the Contractor can invoke pursuant to these conditions or any other legal or contractual provision.

## **18. Damage claims**

- 18.1 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.
- 18.2 Each damage claim shall adequately describe and estimate the damage caused.

## **19. Claim procedure-and prescription**

- 19.1 All claims against Contractor must be notified in writing as soon as reasonably practicable and in any event within 14 days of receipt in the case of damage (including partial loss of a shipment) in the case of delay within 21 days of the goods being placed at the disposal of the person entitled to delivery and in the case of loss within 30 days of the goods being consigned with Contractor for carriage. In addition, all claims against Contractor in connection with any shipment shall be prescribed and barred by expiration of time, unless legal proceedings are brought and written notice of them is given to Contractor within nine months after delivery of the goods concerned or, in case of non-delivery, within nine months from the scheduled date for delivery. This term shall not affect any rights the Customer may have under Convention Rules or other mandatory national laws.

## **20. Governing law**

- 20.1 The legal relationship between Contractor and the Customer and/or consignee is subject to the law of The Netherlands.

## **21. Place of jurisdiction**

- 21.1 All disputes between the Customer and/or consignee on the one hand and the Contractor on the other hand, shall be settled by the Court in Rotterdam.

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