

time:matters Americas, Inc. Terms & Conditions of Carriage

These Terms and Conditions of Carriage ("TCC") as amended from time to time and made public shall govern all services rendered by time:matters Americas, Inc. to its Customers.

I. Service

- time:matters Americas, Inc. ("Contractor") offers its Customers rapid shipment services.
- The Contractor shall organize transport of goods pursuant to the provisions of Section V of these TCC and deliver these goods to a suitable freight carrier.
- The "Consignee" is the final recipient of the shipment.
- The "Consignor" is the originator of a shipment.
- Unless a Customer directs specific routing and agrees to pay any additional costs associated with the specific routing, Contractor may choose routing at its discretion.
- The Contractor reserves the right to select the freight carrier.
- 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.
- It is mutually agreed that any shipment is accepted "AS IS"; content and condition of contents of packages are unknown to the Contractor. The Contractor shall have no obligation to inspect or verify the condition or completeness of the shipment at the transportation transfer points where a handover takes place.
- The Customer may opt for shipment partially by air ("**Sameday Air Service**"), subject to Contractor's acceptance of such terms upon order placement. The most restrictive limitations 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 at the destination, as practicable, depending on the timely provision of the consignment by the Customer and/or the timely acceptance of the consignment by the Customer and the route. The schedule shall be coordinated with the Customer upon order placement.

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 shall make these TCC available in print form, and electronically under www.time-matters.com. The electronic version applicable at the time of conclusion of the contract shall take precedence over diverging provisions.
- The TCC also apply in case of conclusion of a framework agreement as a continuing obligation. In the event of conflict between the provisions of the TCC and the framework agreement, the latter shall take precedence.

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, or shipment label prepared by the Contractor or authorized individuals.
- "Dangerous goods" means materials/goods classified as goods dangerous for carriage pursuant to the UN, IATA DGR, ICAO TI, ADR/GGVSE regulations or other national or international regulations for dangerous goods, or goods which due to their nature, their properties or their condition, when transported, pose a risk to the public safety or the public order, in particular, to the general public, important community facilities, the life and health of persons, animals and objects.

IV. Governing law

- This contract shall be governed by the law of the State of New York to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the standards of Private International Law referring to it.
- International air carriage is subject to the rules relating to liability established by the 1929 Warsaw Convention for the Unification of Certain Rules relating to International Carriage by Air, as amended, or the 1999 Montreal Convention, for the Unification of Certain Rules relating to International Carriage by Air.
- Furthermore, international transportation by road shall be governed by the Convention on the Contract for the International Carriage of Goods by Road ("CMR").
- The above-referenced regulations shall be supplemented by the current IATA Dangerous Goods Regulations, the ICAO Technical Instructions, and/or the national regulations of the shipment's country of departure, transit, or destination, as applicable.

V. Goods accepted for shipment

- The Contractor shall only accept and take over for transport the following goods for shipment as being in accordance with the contract, unless otherwise stipulated:

- **Sameday Air Service:** Shipments weighing a maximum of 200 kg. The Contractor shall apply a reasonable supplementary charge for larger/heavier shipments based on the contractual tariff.
 - **All other shipments:** Shipment weight, shipment measures and means of transport, as stipulated by the Contractor and Customer.
 - All packages containing hazardous materials/dangerous goods shall be limited to the materials and quantities authorized for air transportation under the U.S. Department of Transportation hazardous materials transportation regulations (49 C.F.R. Parts 171, 172, and 173) and the current edition of the International Air Transport Association (IATA) Dangerous Goods Regulations (together "Regulations"). Customer shall comply with the Regulations regardless of the routing or the mode by which the shipment is transported. Each shipment requiring a Customer's Declaration for Dangerous Goods under the Regulations shall be accompanied by properly executed documents in conformance with the requirements of the Regulations. If a shipment contains hazardous materials/dangerous goods, the contents shall be – and Customer hereby certifies they are – fully and accurately described on the air waybill or other shipping document by proper shipping name and are classified, packaged, marked and labeled, and in proper condition for carriage by air (or, if tendered for other mode of transportation, then for carriage by such other mode) according to the Regulations and any other applicable national governmental regulations. Customer hereby declares that all of the applicable air transport requirements have been met.
 - Customer shall provide Contractor with advance written notice of the proposed shipment of any hazardous material, as that term is used in the Hazardous Materials Transportation Act, 49 U.S.C. §5101, et seq., as amended ("Hazardous Material"), together with a copy of the Material Safety Data Sheet for that Hazardous Material. Customer agrees to indemnify, hold harmless, and defend Contractor for all claims arising from the shipment of hazardous material.
- The value of goods for each consignment must not exceed \$2,500, unless otherwise stipulated. The Customer shall inform the Contractor in advance about exceeding values of goods.
 - 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. Consignments cooled with dry ice, diagnostic specimens or biological substances are only accepted upon separate agreement and require the booking of a suitable service offered by the Contractor.
 - The Contractor is entitled to exclude certain items from transport if their transportation violates the law (especially embargo or export control regulations), The transportation, import and export shall especially not violate any law or provision of a country, from which, to which or through which the transportation takes place. The necessary approvals by public authorities for the entry, exit or transit must be issued before the beginning of transportation and must be submitted to the Contractor. The same applies for official notifications by authorities. The Customer bears the sole responsibility for the compliance with all applicable law, rules and regulations, governmental requirements or notices.
 - The Customer ensures that the goods are packaged in a suitable manner and accompanied by the required shipping documents. The goods must not endanger the transportation vehicle, the safety of the transport, persons or objects or cause annoyance to passengers.
 - Customer acknowledges that Contractor, to the extent it serves as an indirect air carrier, is required by the United States Transportation Security Administration ("TSA") to maintain an air cargo security program. Customer hereby authorizes and consents to all cargo tendered for transportation by air to be screened as required by TSA regulations (49 C.F.R. § 1548.9(b)) and in accordance with c (parts 1 and 2) and Contractor's cargo security program, including any necessary breakdown of a shipment. Customer shall disclose to Contractor if it is acting as agent, representative, broker, carrier, or other freight intermediary for any other person or entity and shall assist Contractor to comply with TSA requirements by enabling Contractor to obtain all necessary documents from such other person or entity, or otherwise qualify, such person or entity. If Customer advises Contractor that Customer or the originator of the shipment is an individual, Contractor will provide any required Privacy Act Notice.
 - The Contractor reserves the right to stop or reject the consignment at any time for any reason.

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.
- **The terms of payment are net fifteen (15) days as of the invoice date unless otherwise stipulated.**
- **The Customer may offset the invoice only against legally enforceable or undisputed claims.**
- **Objections or complaints must be made in text form within twenty (20) days of receipt of the invoice. After this period has expired, the invoice shall be deemed to have been accepted by the Client as factually and arithmetically correct. The Contractor undertakes to draw the Customer's attention to the intended significance of its conduct at the beginning of said period.**
- 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 on the part of the customer, based on 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 incident to events beyond the control of the Contractor, including but not limited to delays caused by the weather, acts of war, strikes and all sovereign measures such as customs, security checks, airport closures, etc.
- The Contractor shall have a general lien on any and all property and documents relating thereto of the Customer in its possession, custody or control or en route, for all claims and charges, expenses or advances incurred by the

Contractor in connection with any Shipment if such claim remains unsatisfied for 30 days after demand of its payment, and it may sell the shipment upon 10 days written notice and apply the net proceeds of such sale to the payment of the amount due to the Contractor. Any surplus from such sale shall be transmitted to Customer, and Customer shall be liable for any deficiency in the sale.

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 pick up 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. Otherwise, the Contractor has the right to decide thereon, taking in account the 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 carrier 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 means of transport at a reasonable cost, in the event the originally scheduled flight is not available for any reason whatsoever. The Customer shall bear the additional costs connected herewith.

VIII. Consignments in Transit

- The Contractor may – without any liability - cancel, terminate, change, reschedule or postpone any transport or continue a transport without or only with part of the goods if due to any event beyond his control the Contractor is not capable to perform the promised service. These events include, but are not limited to; weather conditions, acts of God, force majeure, strikes, riots, political disturbances, embargoes, wars, hostilities, civil commotions, unstable international conditions, global pandemics, terrorism or governmental warnings against terrorism or war. In this respect it is irrelevant whether the events has in fact occurred or is only threatened or announced or whether this directly or indirectly results in a delay, claim, requirement, incident or predicament.
- If the Contractor deems it necessary to hold any consignment or part(s) of it at any place during or after transportation for preventing damage or danger the Contractor may store the consignment or part(s) of it at the expense, risk and cost of the Customer at a storehouse or any other available place or with the customs authorities; the Contractor may also hand over the consignment to any other carrier for further transport to the Consignee. Consignor and consignee are jointly and severally liable towards the Contractor for any expenses or risks arising from the foregoing and have to reimburse the Contractor accordingly.
- 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 according to Section V.
- As part of the inspection, the consignments can also be x-rayed. This may result in damage to radiation-sensitive goods even if carried out properly. In this case, the Contractor shall only be liable in accordance with XIII.

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 all applicable regulations on transportation of dangerous goods. The Customer shall be invoiced, for any customs fines, warehouse charges and other charges imposed by custom officials or expenses incurred by the Contractor, together with possible custom duties and taxes, if those are due as a result of the Customer, shipper or consignee not submitting complete export documentation, licenses or permits.
- The Customer shall submit all necessary information and documentation if it requires the Contractor to handle customs clearance. In case of non-payment of import taxes or other customs duties by the consignee, the Customer shall bear these costs to the full amount.
- 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 is entitled to hire its own customs clearance broker(s), if it assumes responsibility for this task for the account of the Customer pursuant to an explicit supplementary order from the Customer.

X. Dangerous goods / Packaging / Labeling

- The Contractor shall specify the suitable transportation service for shipment of dangerous goods as defined by Section III, each shipment of which is to be accompanied by a separate waybill. The Contractor is entitled to refuse the transport of dangerous goods without stating any reasons.
- 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.
- Diagnostic samples such as blood, urine, etc. must be packed and labeled pursuant to IATA DGR Packing Instructions 602. The package must accordingly contain leakproof primary and secondary containers each with approved firm packaging materials.
- Each consignment shall be marked legibly and durably with the name, street address, city, country, and zip code of the shipper and consignee. The outside of the container shall bear the proper shipping name(s), the general type and nature of goods and the technical names, as well as UN ID#s of the contents. In addition, a contact person that can provide details of the contents during the period of transportation shall be clearly indicated on the package, including name and telephone number. 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 refuse the transport of a dangerous goods consignment that leaks, releases odors, has damaged packaging, or is otherwise damaged. The Customer shall bear all costs for countermeasures, such as return shipment 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. Obligations 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 complete and accurate 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;
 - 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 national or international foreign trade regulations (e.g. dual use regulations), and
 - Compliance with all other applicable law, governmental requirements, guidelines and regulations on national or international foreign trade
- Contractor shall not be responsible for action taken, liquidated damages, fines or penalties assessed by any governmental agency against the shipment because of the failure of Customer to comply with the laws, requirements or regulations of any country or governmental agency or with a notification issued by any such agency. The Customer shall be liable for any damages, costs or consequences arising from disregard of the above mentioned obligations.

XII. Delays

- The Contractor is only liable for delays, if a guaranteed time of transport is agreed upon by both parties in writing provided however that such delay was within the control of Contractor.

XIII. Liability of Contractor

- THE CUSTOMER AGREES THAT THE CONTRACTOR SHALL ONLY BE LIABLE FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT ACTS OR OMISSIONS RESULTING IN DIRECT DAMAGES TO THE CUSTOMER, INCLUDING ANY LOSS, DAMAGE, EXPENSE OF DELAY TO THE GOODS. UNDER ANY CIRCUMSTANCE, CONTRACTOR'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM STIPULATED FOR CIRCUMSTANCES GOVERNED BY THE WARSAW CONVENTION OR, MONTREAL CONVENTION, OR CMR RULES RESPECTIVELY OR THE COMPENSATION OWED TO CONTRACTOR, WHICHEVER IS HIGHER.
- Notwithstanding the above, the Contractor shall not be responsible for any consequential, indirect or special damages resulting from loss, damage, or delay of shipment, including but not limited to loss of revenue or loss of a business opportunity.
- The Contractor is authorized to select and engage subcontractors, as required, to transport, store, deal with and deliver the goods. The Contractor shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when the goods are in custody, possession or control of third parties carefully selected by the Contractor to forward, enter and clear, transport or render other services with respect to such goods.
- LIABILITY FOR ANY CLAIMS NOT ARISING FROM LOSS, DAMAGE OR DELAY OF A CONSIGNMENT IN ITS CUSTODY SHALL BE LIMITED TO A MAXIMUM OF USD 2,500 FOR EACH SHIPMENT.
- Neither party will be liable to the other for failing to perform or discharge any obligation under this agreement were caused by acts of God, labor disorders, fire, closing of the public highways, governmental interference or

restrictions, war, riot, act of terrorism, a global pandemic or epidemic, and other disasters beyond the affected party's control. In such case, both parties will make every commercially reasonable effort to remedy or cure such event as soon as practically possible.

- The Customer is responsible to immediately notify the Contractor in writing in case of any damage to the transported goods at the time of delivery. Customer acknowledges that receipt by the person designated to accept the goods without immediate evidence that goods have been delivered in good condition and in accordance with these TCC. Subject to any applicable laws, statute or regulation, the Contractor shall not be liable for any claims for damage or loss discovered by the Customer after delivery and inspection of the shipment. In any event, Contractor is not liable for any claims whatsoever made more than 15 days after delivery of the goods.
- 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.

XIV. Indemnification

- EXCEPT AS OTHERWISE PROVIDED IN THIS TCC, EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ALL LIABILITIES, DAMAGES, LOSSES, CLAIMS, SUITS, JUDGMENTS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES DIRECTLY OR INDIRECTLY INCURRED BY THE OTHER PARTY AS THE RESULT OF ANY THIRD PARTY CLAIM, INCLUDING PENALTIES OF GOVERNMENTAL AUTHORITIES, AGAINST IT THAT ARISES OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR FAILURE OF PERFORMANCE OF THE INDEMNIFYING PARTY'S OBLIGATIONS HEREUNDER, AND/OR ANY PRODUCT OR SERVICE RECEIVED FROM OR SUPPLIED BY THE INDEMNIFYING PARTY.
- The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of Customer to Contractor to pay all charges or other money due promptly on demand.
- 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.
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XV. Compliance

As part of Lufthansa Group, we are fully committed to the Lufthansa Group Code of Conduct, which can be accessed here: <https://investor-relations.lufthansagroup.com/en/corporate-governance/compliance/code-ofconduct.html>. The Lufthansa Group Code of Conduct includes among others our policies regarding conduct toward competitors, a commitment to combatting corruption, compliance with foreign trade requirements and respect for human rights. time:matters as a socially responsible company, acts in compliance with internationally recognized environmental standards as well as the fundamental labour standards as well as the 10 principles of UN Global Compact and the 5 fundamental principles of International Labour Organisation (ILO). For reasons of serious feasibility, we cannot accept any external Codes of Conduct as binding for the time:matters Group.

XVI. Place of jurisdiction

- Any legal proceeding relating to services performed by the Contractor shall be brought only in a court of competent jurisdiction in the state of New York, and the parties hereby irrevocably consent to the jurisdiction of any such court located in the Southern District of New York.

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.