

time:matters Austria 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 (hereafter "Customer") rapid shipment service contingent upon these Terms & Conditions of Carriage (hereafter "TCC").
- The Contractor shall organize transport of permissible shipments 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 where a handover takes place.
- The Customer may opt for shipment partially by air ("**sameday air Service**") or rail ("**sameday rail 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 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.
- The Customer 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 in its currently applicable version or pursuant to the relevant successor provision.

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

- 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, international 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 international transportation by road shall be governed 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 (e.g. ADR/GGVSE in Germany) 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 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 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.
 - 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 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. The following items are banned: anesthetics, living animals and plants, and weapons and explosives. Dangerous goods are also banned. 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 violate 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 regulations set out in this Section.
- 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.
- 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 in its currently applicable version or pursuant to the relevant successor provision 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.
- The Customer is contractually obliged to comply with the provisions set out in this Section and to refrain from handing over goods to be carried, which are not in compliance with these aforementioned provisions. The Customer is liable to the Contractor for all breaches of these obligations, in particular for damages, delays and penalties which arise from such breaches. He indemnifies and holds the Contractor harmless from any and all claims of third parties, including necessary costs for legal defense.

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.**
- **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 on the part of the customer, 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 and all sovereign measures such as 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 and upon a prior warning.

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 or freight train cannot be taken or reached 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, 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.
- In the course of the inspection process, x-ray screening of shipments is possible. In this case, even when the inspection is made properly, damages of radiosensitive goods may occur. The Contractor is not liable for such damages.

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 and with foreign trade regulations when preparing the consignment. The contractual partner shall be invoiced, for any custom fines, warehouse charges and other charges imposed by custom officials or expenses incurred by the Contractor, together with possible customs duties and taxes, if those are due to 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 custom 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 commission 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 and the German ADR/GGVSE provisions with respect to their classification, type of packaging, marking, and labeling.

- 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 postal 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.
- In the event of legislative changes, the Contractor reserves the right to modify Section X accordingly.

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 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, 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 national or international foreign trade regulations (e.g. dual use regulations), and
 - Compliance with all other guidelines and regulations on national or international foreign trade, if applicable.
- 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 is only liable for delays, if a guaranteed time of transport is agreed upon by both parties in writing.

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 by a fault.
- Its liability for claims not arising from loss or damage of a consignment in its custody or by delay shall be limited to typical and foreseeable damages, subject to a maximum of EUR 2,500 for the goods, as stipulated in Section V above. 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 and all sovereign measures such as customs, security checks, etc.

XIV. Indemnification

- 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 noncompliance when he is held liable by a third party on account of the carriage of the goods.
- 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.

XV. 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.

XVI. 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.

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.