

GENERAL TERMS AND CONDITIONS

of time:matters Courier Terminals GmbH, Frankfurt am Main/Airport (*hereinafter referred to as tmCTs*)

– Effective: March 2019 –

I. General provisions

§ 1 Applicable law

The tmCTs activities shall be governed by the “General Terms and Conditions” and supplemented by the laws of Germany including the “Allgemeinen Deutschen Speditionsbedingungen,” or ADSp (German Freight Forwarders’ Standard Terms and Conditions), insofar as their scope of application is stipulated, and international law (especially the Warsaw Convention and the Montreal Convention respectively). Any deviations to these terms and conditions by the Customer or contradictory terms shall only be binding if expressly stipulated in writing.

§ 2 Scope

These General Terms and Conditions govern all of the tmCTs activities, which are rendered in addition to or outside of an existing transport, processing or storage contract and for which there are no existing special agreements that contradict these General Terms and Conditions.

§ 3 Disclosure

These “General Terms and Conditions” shall be announced as the General Terms and Conditions (including current rates) of the tmCTs and posted as a notice in all rooms accessible to the public. The current version of the ADSp shall also be posted.

§ 4 Function and legal position of the tmCTs

1. The function of the tmCTs is the acceptance, handling, storage and delivery of air cargo at Frankfurt Airport.
2. The tmCTs is used for the acceptance of air cargo (imported, forwarded and exported goods). This concerns, under customs law, community and non-community goods that are handed over to the tmCTs by and for different Customers (generally airlines). The tmCTs liability for the community goods given to them, which shall be imported and forwarded, expires upon delivery to the recipient. The tmCTs liability for the non-community goods given to them, which shall be imported and forwarded pursuant to § 50 ZK (Zollkodex, or Customs Code), expires upon delivery to the recipient, once the goods have received a customs-approved treatment or use pursuant to § 48 ZK. Export cargo shall also be stored in the tmCTs storage facility; however, in the case of non-community goods the airline is responsible under customs law.

§ 5 Business hours

The tmCTs business hours are daily from 05:30 – 23:00. The delivery of dutiable goods complies with the processing times of the customs authorities. The delivery of animals, plants as well as products thereof comply with the processing times of the veterinary office or the plant protection service at the Frankfurt am Main airport.

§ 6 Fees

1. The tmCTs charges fees to the Customer for its activities in accordance with valid rates, which constitute part of these “General Terms and Conditions.”
2. The fees shall be paid, without any deductions, within 15 days of the invoice date. Payment deadlines are considered adhered to, when the tmCTs has the amount due at their disposal within the period stipulated.
3. An offset or retention of payment of fees due may only occur against legally enforceable or undisputed claims.
4. The Customer shall submit any claim or complaint in writing to the address stated on the invoice within 15 days of the invoice date, after which period the invoice shall be deemed accepted fully as received.
5. If the Customer suspends payment, a state of over-indebtedness exists, or settlement or insolvency proceedings are filed for, or if the Customer is behind schedule with regard to the discharge of a bill or encashment of a check, the total claim owed to the tmCTs becomes immediately due.
6. The tmCTs reserves the right in special cases to accelerate payment of fees immediately and demand payment in cash or prepayment.

§ 7 Order placement

1. The tmCTs generally responds to written requests that shall be addressed to the tmCTs. A contract with the tmCTs materializes once the request has been accepted.
2. Requests made verbally, on the telephone or by means of other messages shall only be binding upon written confirmation thereof.
3. In special cases the contract may also be implied and materialize, for example, by means of service that has been provided and received.

§ 8 Content of the requests

1. All requests and statements submitted to the tmCTs shall be truthful and complete. The Customer shall be liable for any damages to the tmCTs that arise as a result of untruthful or incomplete statements. Goods in the sense of § 10 paragraph 2 shall be stipulated separately.
2. Changes made to pre-printed forms by third parties are prohibited and not legally binding for the tmCTs.
3. The tmCTs shall not be required to verify the authenticity of signatures on requests, messages, directives, cessions or other documents, or the authority of the signatory or the bearer; unless good cause for examination exists or it is a matter of the acceptance of freight documents. The recipient of the documents shall identify themselves as an authorized person by means of certificate of authority and identification card or passport.
4. The tmCTs is entitled, yet not obligated, at all times to verify, assess, or have assessed, whether or not the weight, type, condition or volume of the goods supplied match the information listed on the requests submitted together with the goods. The Customer shall be liable for any costs incurred through the assessment, if their information proves to be inaccurate.

§ 9 Compliance with regulations

The Customer shall comply with pertinent statutory and official provisions.

§ 10 Excluded and special goods

The tmCTs shall not be obligated to accept goods, which are not permitted according to the local valid statutory regulations for air transport or storage. Excluded from this are goods to be accepted in accordance with epidemic law and the "Dangerous Goods Regulations" listed below.

§ 11 Place of jurisdiction, place of performance

Place of jurisdiction and performance shall be in Frankfurt am Main, Germany, for a Customer that is either a general merchant, a legal entity under public law, or a special public asset.

§ 12 Severability

If any part of these General Terms and Conditions 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.

II. Acceptance, storage and delivery of air cargo that is subject to an air transport contract between the air freight carrier and the recipient**§ 13 Acceptance of air cargo**

1. If the air freight carrier requests special treatment of goods, then this must be done in writing; unless the need for special treatment is evident.
2. The air freight carrier shall reimburse tmCTs the costs incurred as a result of the air freight carrier's special request for additional available equipment and personnel that was either not used or not used to the designated extent when accepting a load.
3. Upon acceptance of the supplied goods, the tmCTs merely determines defects that are externally visible. The results shall be recorded on the receipt certificate of the tmCTs.
4. Upon acceptance of the air cargo following the furnishing thereof by the air freight carrier, the tmCTs shall neither exercise the rights of the recipient toward the air freight carrier, nor is obligated to do so.

§ 14 Delivery

1. Delivery of the goods by the tmCTs in the name of and on behalf of the air freight carrier to the recipient occurs starting at the storage facility only against the presentation of a delivery request that has been authorized by customs and the respective air freight carrier or in electronic form by means of the customs systems ATLAS.

2. The air freight carrier authorizes the tmCTs to collect fees payable from the recipient. The tmCTs is authorized and obligated to deny delivery of the goods in case these fees are not paid.
3. The tmCTs delivers goods to the authorized recipient at a location of their choice against a certificate of receipt.

§ 15 Deadline for pick-up

The air cargo shall be picked up on weekdays within a time period of 24 hours (Saturday is considered a weekday). If pick-up does not occur within this period of time, the goods are then considered by the tmCTs, on behalf of the air freight carrier, to be stored "at the expense of the authorized recipient." § 15 remains unaffected.

§ 16 Air cargo not picked up

The tmCTs reserves the right to handle goods, which have been denied pick-up or have not been picked up within 30 days or whose delivery is not otherwise possible, according to the customs law regulations. The Customer shall be charged for all costs incurred as a result. The Customer shall, in addition, be obligated to pay the agreed remuneration to tmCTs, even when the recipient should have paid this.

§ 17 Fulfillment of customs formalities

The tmCTs shall not be obligated to perform customs clearance of the air cargo and to fulfill other customs formalities. If the air freight carrier, recipient or the person collecting, commissions the tmCTs to conduct customs clearance of the air cargo or to fulfill other customs formalities, the Customer shall be liable for all costs arising as a result and for the remuneration to the tmCTs.

§ 18 Damage claims

1. The goods shall be deemed delivered in proper condition if accepted unconditionally by the recipient.
2. Upon the recipient's request, the tmCTs arranges the ascertainment of the facts for the claims assessment. The air freight carrier shall be informed of this in a timely manner, so that they have the opportunity to participate.

§ 19 Liability

1. Insofar as no mandatory fixed general terms and conditions regulations (e.g. the Warsaw Convention) are applicable, the liability of the tmCTs shall be determined by the ADSp, the limitation of liability of Section 24 ADSp especially applies. The tmCTs liability to its contractual partners shall not exceed that of the air freight carrier with regard to the reason or the amount on the basis of statutory regulations, international law and IATA terms of transport for freight.
2. Personal use of the staff (employees) of the tmCTs is prohibited, in case and in so far as the staff may consequently assert their claims to the tmCTs.

III. Acceptance, storage and delivery of other air cargo

§ 20 Legal foundation

Air cargo, which is no longer subject to the air transport contract between the Customer who is storing and the air freight carrier, shall be handled or stored according to the relevant regulations of the ADSp – the current version. The same shall apply – in the absence of a deviating agreement – to all goods in the custody of the tmCTs, that are neither import goods nor subject to an air transport contract with the Customer who is storing.

§ 21 Storage and retrieval

1. When storing such goods, a storage request shall be submitted using a special form.
2. Delivery of goods takes place upon return of the storage request, which has been stamped and signed respectively by the tmCTs. In the case of dutiable goods, delivery may only occur once the storage request has been stamped by customs.
3. The fee shall, according to rates, be paid immediately when the goods are delivered to the authorized recipient.

§ 22 Liability

The current version of the ADSp shall determine the tmCTs liability.

IV. Special services

§ 23 Term

Special services mean all services and deliveries of the tmCTs, which are rendered in addition to or outside of an existing transport, processing or storage contract.

§ 24 Obligations of the tmCTs

The booking of special services does not substantiate a claim toward the tmCTs regarding the realization thereof. Even after the possible acceptance of a contract, the tmCTs reserves the right to dispatch its employees, equipment and facilities, insofar as this is reasonable for the Customer.

§ 25 Liability

1. The tmCTs shall not be liable for ordinary negligence. Apart from that, the liability shall be limited to typically foreseeable damages, to the amount of the limitation of liability as previously stated in § 18 and stipulated in the ADSp, section 24. This limitation of liability shall not apply to injuries caused by the endangerment to life or bodily injury or health, which are caused as a result of negligent breach of duty of the tmCTs or an intentional or negligent breach of duty of a legal representative or vicarious agent of the tmCTs. Furthermore, this limitation of liability shall not apply to any other damages, which are caused as a result of grossly negligent breach of duty by the tmCTs or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the tmCTs.
2. The Customer shall exempt the tmCTs from all claims made toward the tmCTs in connection with the execution of the order by third parties
3. The Customer shall be liable to the tmCTs for all damages to persons and things, which are caused by the conduct of their people or by the condition of goods handed over or, on occasion, by the performance of special services.

§ 26 Establishment of special services rendered and the compensation

The extent of the special services rendered shall be recorded on a form (so-called work slip). The Customer shall receive a copy of the form, at the latest together with the invoice when it is sent off. Objections to the extent of the special services shall be submitted by no later than within four weekdays after the invoice was sent, after which period the extent of the special service rendered by the tmCTs shall be deemed as accepted.