

GENERAL TERMS AND CONDITIONS of VG Cargo GmbH, Building 860, 55483 Hahn Airport, Germany (short: VGC)

Valid from: June 1, 2025

Chapter I. General Part

§ 1 Scope of Application

1. These General Terms and Conditions apply to all activities of VGC, in particular to the handling, transshipment, and storage of air freight, as well as services provided as special services in addition to or outside an existing handling agreement (handling contract). The applicability of mandatory law, in particular the Warsaw Convention and the Montreal Convention, for individual activities of VGC, which may also have protective effect for VGC, remains unaffected.
2. General terms and conditions of the contracting party do not apply, even if VGC is aware of them and does not expressly object to their validity.

§ 2 Scope of Services of VGC

1. VGC handles air freight shipments at Frankfurt-Hahn Airport on behalf of airlines. Export air freight is accepted by VGC, temporarily stored, physically and documentarily prepared for the flight, and handed over to apron transport or prepared for air freight replacement transport (e.g., truck transport). Import air freight, after being taken over from apron transport, is divided on a consignment basis, temporarily stored, and delivered to the recipient free at ramp or transferred to onward forwarding airlines. Corresponding handling is provided for shipments transported by truck in air freight replacement traffic. Details regarding these handling services can be found in Chapter II of the AGB.
2. In addition to export and import handling for airlines, VGC also offers other services (special services) that must be commissioned separately. Other services include, in particular, sorting and commissioning activities, loading and unloading activities of truck transports, unless it is a delivery on behalf of the airline in flight replacement traffic, or other recipients, storage and warehousing and retrieval of non-community goods in customs warehouses on behalf of freight forwarders and other participants in the logistics chain. Other services also include the acceptance, temporary storage, and retrieval of shipments that must be reversed due to various physical and/or documentary reasons contrary to a previous determination. The other services offered by VGC are listed in detail in the service catalog and are subject to charges. The service catalog is part of this agreement. The service catalog can be found on our homepage www.vgcargo.de (under Services). Details regarding these handling services can be found in Chapter III of the AGB.

3. If VGC undertakes one of the services listed under point 2 above without explicit instruction and acts in the interest of the responsible party who is obliged to perform this service, the respective costs listed in the service catalog will also be charged.
4. VGC is entitled to have the owed service performed wholly or partially by third parties (subcontractors) or external personnel.

§ 4 General Payment Terms, Handling, Storage Fees and Fees for Special Services

1. Value added tax at its respective statutory rate must be paid in addition to all fees of VGC.
2. All invoice amounts are due for payment immediately upon receipt of the invoice, without any deductions. They may be demanded in cash.
3. A claim by VGC can only be offset with a counterclaim if it is an acknowledged or legally established claim. A right of retention can only be exercised if the right of retention is based on an acknowledged or legally established claim arising from the same contractual relationship.
4. Handling and storage fees as well as fees for special services are determined by the provisions of the VGC service catalog, in the version valid at the time of contract conclusion. The service catalog is an integral part of VGC's General Terms and Conditions. The service catalog can be found on the website www.vgcargo.de (under Services).
5. In case of delayed payment, the right to claim interest and damages for default according to statutory provisions remains reserved.

§ 5 General Principles

1. Declarations made to VGC in the context of commissioning and order processing must be error-free, complete, and truthful. The customer must therefore compensate VGC for any damage incurred by VGC as a result of the customer culpably making erroneous, incomplete, or untruthful declarations. Goods that require special handling due to their nature, in particular goods within the meaning of the ICAO Dangerous Goods Regulations, refrigerated cargo, human remains, perishable or fragile goods, must be declared separately in the orders.
2. VGC has no obligation to verify the authenticity of signatures on written commissions, assignments, instructions, or other documents. This also applies to the respective authority of the signatories or bearers.
3. VGC may at any time check or have checked whether the weight, type, nature, or volume of the goods supplied correspond to the information in the submitted orders. However, there is no obligation to do so. If the information proves to be incorrect, the respective contracting party shall bear the costs of the inspection.

4. Handling times, especially for freight to be delivered, depend on the respective competent authorities, including customs authorities.
5. VGC is not obliged to accept goods that are not permitted for air transport or storage according to the respective applicable legal provisions, unless a special permit from the Federal Aviation Office or the competent authority is available.

§ 6 Customs Treatment of Goods

1. Goods temporarily held in custody by VGC are, under customs law, either Community goods or non-Community goods.
2. For import and onward shipments, VGC's customs responsibility and liability towards the customer end with the proper handover to the collector. In the case of non-Community goods, this requires a permissible customs destination of the goods according to Article 138 et seq. of the Union Customs Code (Regulation (EU) No. 952/2013 of 9 October 2013). In this regard, the customer must comply with all customs regulations and oblige any collector commissioned by them accordingly.
3. Should VGC be held liable by the customs authority for Complete Units, false information in the inbound manifest, or so-called "aliud" goods, in particular for the settlement of customs duty, the customer must indemnify VGC from such claims and reimburse payments made by VGC.
4. For export shipments (ready for carriage), the respective customer or the freight forwarder responsible for customs clearance bears sole customs responsibility.
5. Airlines must observe Article 199 UCC-DA for intra-Community air transports.

Chapter II.

Acceptance, Storage and Handling of Export and Import Shipments on behalf of Airlines

§ 1 General Rights and Obligations

1. Airlines shall provide VGC with their flight data, including all necessary information and instructions, without delay, i.e., as early and as timely as possible. In case of delays, airlines should notify VGC of the intended use of services in a timely manner, if possible.
2. In the event of delayed airline flights, VGC reserves the right to prioritize the handling of scheduled and registered flights.
3. Goods not collected by the recipient or authorized consignee within 20 days, or whose acceptance has been refused or prevented, will be handled by VGC according to customs regulations. All resulting costs shall be borne by the airlines.

4. Unless expressly agreed otherwise, VGC is not obliged to carry out customs clearance of air freight or to fulfil other customs formalities.

§ 2 Acceptance of Air Freight

1. The freight deliverer must identify themselves by presenting their identity card or passport. Furthermore, all necessary freight documents, including the original air waybill, must be presented.
2. Delivery takes place free at the VGC ramp or on the hall floor when served at the truck gate.
3. If special handling of goods is required by the airline, this must be communicated to VGC in writing in good time before delivery. This does not apply to goods whose special handling is obvious.
4. If the airline requires additional personnel and/or operating resources for the acceptance or subsequent handling of freight shipments, and these are not or not fully required, VGC reserves the right to charge the airlines for the resulting costs.
5. VGC only documents externally visible defects when taking over delivered goods.

§ 3 Delivery of Air Freight

1. The consignee of the freight must identify themselves by presenting an identity card or passport and, in cases where they are collecting the freight for a third party, additionally by presenting a power of attorney as an authorized person. Furthermore, they must present the necessary freight documents.
2. The delivery of freight to the consignee is carried out by VGC on behalf and for the account of the airline, free from ramp. Furthermore, the submission of a release request for delivery approved by customs and the respective airline or its authorized representative is required, or the release of the request in electronic form via the ATLAS customs system.
3. VGC is authorized by the airline to collect fees payable by the consignee from the latter. If these fees are not paid, VGC will not release the goods.
4. The delivery of the freight shipment to the collector takes place against a receipt, which the collector must countersign.

§ 4 Liability

1. VGC is liable for any injury to life, body, or health for which it is responsible, and for any other damage for which it or its senior employees are responsible due to intent or gross negligence. In cases of intent or gross negligence by simple vicarious agents, as well as in the event of negligent breach of a material obligation jeopardizing the purpose of the contract, VGC is liable for

compensation for typically foreseeable damages. Material contractual obligations are fundamental duties that are crucial for the airline's conclusion of the contract and on whose compliance the airline could rely. Otherwise, in the event of only negligent breach of duty, liability of VGC, its legal representatives, or vicarious agents is excluded.

2. The airline indemnifies VGC, as well as its legal representatives and vicarious agents, from all third-party claims asserted in connection with the services assumed by VGC vis-à-vis the airline, for which VGC is not liable in the internal relationship with the airline.
3. Furthermore, VGC's liability in all cases with regard to damages incurred by third parties is limited to the damage that airlines must compensate the third party according to statutory provisions, in particular the Warsaw Convention and the Montreal Convention, as well as the current IATA conditions of carriage.

Chapter III.

Other Services (Special Services)

§ 1 Other Services

1. Freight handling, storage, or other services typically belonging to the forwarding business that are no longer subject to an air carriage contract with the airline will be treated according to the relevant provisions of the German Freight Forwarders' Standard Terms and Conditions (ADSP) in the 2017 version.
2. The scope of other services (special services) rendered is documented by VGC in a so-called work order.

§ 2 Liability

1. Liability for handling, storage, or other services typically belonging to the forwarding business outside of air carriage is governed by the relevant provisions of the ADSP in the 2017 version. These limit the statutory liability for damage to goods under § 431 HGB for damages in the forwarder's custody to 8.33 Special Drawing Rights per kg, as per clause 23 ADSP. For multimodal transports including sea carriage, liability is limited to 2 Special Drawing Rights per kg, and additionally to EUR 1.25 million or 2 Special Drawing Rights per kg per claim or event, whichever is higher. Clause 27.1 ADSP, deviating from legal provisions such as § 507 HGB, Art. 25 MC, Art. 36 CIM, Art. 20, 21 CMNI, does not extend the liability of the forwarder nor the attribution of fault of persons and other third parties in favor of the client.
2. For services not falling under clause 1, VGC is liable for any injury to life, body, or health for which it is responsible, and for any other damage for which it or its senior employees are responsible due to intent or gross negligence. In cases of

intent or gross negligence by simple vicarious agents, as well as in the event of a negligent breach of a material obligation jeopardizing the purpose of the contract, VGC is liable for compensation for typically foreseeable damages. Material contractual obligations are fundamental duties that are crucial for the airline's conclusion of the contract and on whose compliance the airline could rely.

3. If the customer is not an entrepreneur but a natural person (consumer) who concludes the contract for a purpose that cannot be attributed to either commercial or self-employed activity, VGC is liable according to clause 2, sentence 1. Furthermore, VGC is also liable in cases of intent and gross negligence of simple vicarious agents as well as in case of negligent breach of essential obligations without limitation to the typically foreseeable damage.
4. Otherwise, in the event of only negligent breach of duty, liability of VGC, its legal representatives, or vicarious agents is excluded.
5. The customer indemnifies VGC, as well as its legal representatives and vicarious agents, from all third-party claims asserted in connection with the services assumed by VGC vis-à-vis the customer, for which VGC is not liable in the internal relationship with the customer.

Chapter IV Final Provision

§ 1 Lien and Right of Retention

1. To secure its claims arising from the services provided on the basis of these General Terms and Conditions, VGC may invoke its statutory lien and rights of retention.
2. The realization of the lien shall take place in accordance with statutory provisions, with the proviso that:
 - when exercising statutory liens, the threat of lien sale and the necessary notifications must be addressed to the client,
 - the one-month period specified in § 1234 BGB is replaced by a one-week period.
3. The client is entitled to prohibit the exercise of the lien if they provide VGC with collateral of equivalent value (e.g., a self-executing bank guarantee) with regard to its claims.

§ 2 Force Majeure

1. "Force Majeure" means the occurrence of an event or circumstance that prevents a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment proves

that: (a) this impediment is beyond its reasonable control; and (b) it could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

2. Until proven otherwise, the following events affecting a party are presumed to satisfy the conditions under paragraph 1 (a) and paragraph 1 (b) of this clause: (i) war (declared or undeclared), hostilities, attack, acts of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or other usurpation of power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged failure of means of transport, telecommunications, information systems or energy; (vii) general labor unrest such as boycott, strike and lockout, go-slow, occupation of factories and buildings.
3. A party successfully invoking this clause is exempted from its obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract, from the time the impediment makes its performance impossible; provided this is communicated without delay. If the notification is not made without delay, the exemption shall take effect from the time the notification reaches the other party. If the effect of the asserted impediment or event is temporary, the consequences outlined above shall apply only as long as the asserted impediment prevents the affected party from performing the contract. If the duration of the asserted impediment results in the contracting parties being substantially deprived of what they were reasonably entitled to expect under the contract, each party shall have the right to terminate the contract by notifying the other party within a reasonable period. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

§ 3 Miscellaneous

1. The invalidity of individual provisions shall not result in the nullity of the remaining terms and conditions.
2. Additions and amendments to these terms and conditions require written form, unless they have been made with a representative of VGC with comprehensive power of representation, in particular a managing director, authorized signatory, or general power of attorney.
3. If the merchant or legal entity under public law or special public fund, the exclusive place of jurisdiction is Bad Kreuznach.

VG Cargo GmbH, Hahn Airport, June 1, 2025