

General terms and conditions for the purchase of Logistic Services for Technik Logistik GmbH and Lufthansa Technik Logistik Services GmbH (10.12.2020)



Lufthansa Technik
Logistik Services

1. Scope

1.1. Transport, forwarding business and storage

These general terms and conditions for logistics contracts apply to all transport, forwarding and storage contracts concluded by Lufthansa Technik Logistik Services GmbH (hereinafter LTLS) with the Contractor.

1.2. Exclusion of the T&C's of the Contractor and ADSP

General terms and conditions of the Contractor and the ADSP (any version) shall not become part of the contract, irrespective of whether they contain deviating or supplementary provisions. The general terms and conditions for logistics contracts also apply if LTLS concludes the contract without further reservation in the knowledge of conflicting or deviating terms and conditions of the. Mandatory legal provisions shall remain unaffected by these general terms and conditions for logistics contracts.

2. Mutuality

The Contractor is obliged, depending on the agreement, to organize the dispatch of the goods and to transport the goods delivered to him for transport to the destination and to deliver them to the consignee, or to store and keep these goods in safe custody and to comply any other contractual obligations. In return, LTLS will pay the agreed remuneration

3. Remuneration

3.1. Amount of remuneration

The remuneration of the Contractor shall be determined in the individual contract and shall include all costs, expenses, surcharges, etc. The statutory sales tax applicable in each case shall be added. The Contractor can only invoice the Contractor against LTLS for any excess, unavoidable expenses if LTLS has been informed in advance and has given its consent in writing.

3.2. Invoicing

The invoice of the Contractor shall list the individual remuneration parts and indicate which activity the amount is to be invoiced for. Likewise, the applicable statutory value-added tax and, where applicable, additional tax to be offset must be stated separately and clearly. The original of the invoice must be sent to the following address:

Lufthansa Technik Logistik Services GmbH
c/o Lufthansa Global Business Services KRK BE
ul. Puzkarska 7 i
30-644 Krakau

Service Recipient: Lufthansa Technik Logistik Services GmbH

For tax reasons, the addressing of the invoice is required in exactly this form. In the case of deviations, LTLS would have to reject the invoice. If and to the extent that there are no objections to the invoice, LTLS will transfer the amount indicated by the invoice to the account named in the invoice within 60 days after the invoice has been received.

4. General contractual obligations of the Contractor
Irrespective of whether the Contractor has been given a transport, forwarding or storage contract, the Contractor must also fulfill the following obligations::

4.1. Compliance with legal requirements

The Contractor is obliged to observe and comply with all applicable legal regulations in the execution of the contract and assures that all necessary permits, authorizations or other official requirements for the execution of the contract are available. This applies in particular that the Contractor has a valid road haulage license. The Logistics Provider further guarantees that during the performance of the Services the personnel will at all times have (i) a valid driver's license suitable for the operation of the vehicle used for the performance of the Services, (ii) a valid identity card, passport or passport substitute issued by the competent authority and (ii) a valid residence permit, visa, toleration, work permit entitling the personnel to perform the employment or a valid driver's certificate issued by a domestic authority in accordance with Art. 5 EU Regulation 1072/2009; and (iii) expressly instructs its personnel to hand over these documents upon request to persons authorized to inspect them, including the competent authorities and LTLS. Upon request, the Contractor must prove that the applicable tax regulations have been complied with (tax clearance certificate)

4.2. Compliance with minimum wage regulations

The Contractor undertakes to comply with minimum wage regulations and regulations on minimum conditions at the workplace and confirms this in text form at the request of the Client. The contractor shall indemnify the client from his liability for the minimum wage if the contractor or a subcontractor or hirer employed under the transportation contract with the client does not pay employees the statutory minimum wage and the client is held liable..

4.3. Commissioning of subcontractors

In the event that the contractor uses a subcontractor, he shall select the subcontractor carefully and oblige him to comply with and control the obligations mentioned in section 4.

4.3.1. Transport

The Contractor may only engage subcontractors to carry out engine transports or to carry out deliveries within the secure supply chain if he has obtained the prior consent of LTLS in writing. In all other cases of transportation services, information of the engagement of a subcontractor to LTLS is sufficient. The Contractor shall ensure that the engaged subcontractors comply with the obligations arising out of the contractual relationship between LTLS and the Contractor congruently. Should the subcontractor violate these obligations, LTLS is entitled to immediately revoke the consent given to the subcontractor. The engagement of a sub-subcontractor is forbidden. The Contractor shall inform the subcontractor about this prohibition and shall ensure its



compliance. The engagement of a subcontractor does not affect the contractual obligations of the Contractor against LTLS.

4.3.2. Warehousing

The Contractor is prohibited from engaging subcontractors to perform warehousing services..

4.4. Third party responsibility

The Contractor shall be responsible for the actions and omissions of its employees and the subcontractors engaged by him, to the same extent as for his own actions and omissions in case they are acting in the exercise of their duties. The same shall apply to acts and omissions of other persons to whom he is responsible when performing the contracts. The Contractor shall be obliged to secure claims for reimbursement against engaged subcontractors and, upon request, transfer these to LTLS.

4.5. Documents

The Contractor shall in principle procure the necessary documents, accompanying documents or similar for the execution of the contract. Anything else is valid only if LTLS is in the legal position to obtain it or the contractor accepts the goods to be transported directly from LTLS.

4.6. Interface controls

The contractor is obliged to inspect the goods at interfaces for their condition and completeness as well as the integrity of seals and closures and to document irregularities and to issue this documentation to LTLS.

An interface is any point of transfer of goods from one legal entity to another, the takeover at each section of the transportation chain as well as the delivery at the end of each section of the transportation chain.

4.7 Customs clearance

The duties of the Contractor shall include the customs handling of the good, provided that this is separately contracted in text form. The Contractor is aware of the fact that LTLS has an authorization as an Authorized Economic Operator (AEO).

The Contractor hereby declares that::

• Goods produced, stored, transported, delivered to LTLS or taken over by LTLS on its behalf as AEO, are

- **produced, stored, processed or loaded at secure workshops and secure transshipment sites**
- **are protected against unauthorized access during production, storage, processing, loading and transport**
- **the personnel inserted for the production, storage, processing, transport and take-over of such goods or other activities connected with the goods are reliable**
- **Business partners acting on behalf of the Contractor are informed that they must take the above measures to secure the supply chain.**

4.8 Export control

The Contractor confirms that he will comply with all applicable national and international export control laws, including, but not limited to, the applicable US Export Control

Regulations (EAR), 15 CFR Parts 730-774, the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-130, and, the European Union Regulations (such as the Embargos and the Dual Use Regulation 428/2009) and the provisions of other applicable national laws and regulations.

4.9 Dangerous goods shipment

When handling dangerous goods, the Contractor shall comply with the following requirements: IATA Dangerous Goods Regulation ("DGR"), European Agreement on the International Carriage of Dangerous Goods by Road ("ADR"), International Convention on Safety of Life at Sea ("SOLAS"), the Convention for the Prevention of Pollution from Ships ("MARPOL") and the International Maritime Code for Dangerous Goods ("IMDG Code"). LTLS authorizes the Contractor to prepare the necessary documentation on behalf of LTLS or LTLS' customers..

4.10 High value

The freight carrier is aware of the very high value of the transferred goods. He shall be obliged to provide adequate and effective safety precautions which prevent damage and loss.

5. Special contractual obligations of the Contractor

5.1. Transport

The Contractor shall load, store, fasten and unload the goods to be transported and / or operated safely and shall ensure that he has sufficient load securing means (tensioning straps, edge protectors, etc.) to perform these activities. He also secures that the used truck is in a technically perfect condition and is suitable for the safe transport of the agreed type of goods. The loading area of the truck used must be dry, clean and odorless. Unless otherwise agreed, an absolute prohibition on additional loading and transshipment shall apply.

The Contractor shall have an increased duty of inspection with regard to the packaging and labeling of the goods and shall undertake an in-depth inspection of the goods before takeover. The Contractor must inform LTLS immediately of recognizable packaging deficiencies and insufficient identification of the consignments as well as obviously incorrect or incomplete information in the freight documents, in particular quantity, weight and size deviations.

An air-sprung truck with an air-sprung trailer is to be used for engine transports. If transportation is interrupted, the truck must be parked in a guarded parking area (minimum requirements: fenced and enclosed area with security personnel and video surveillance). If the contractor wishes to visit an unattended parking lot, this must be approved by LTLS in text form

5.2. Forwarding business

The Contractor shall fulfill the same obligations as when performing a transport according to section 5.1. and has also the duty to organize the transport in such a way that the interest of LTLS as a customer and client is respected at all times.

5.3. Storage

The storage of the goods shall only take place at the storage location specified in the individual order. The Contractor must



consult LTLS for the characteristics of the goods to be considered for storage.

The storage location must ensure the necessary temperature and humidity for the stored material and protect it from weather influences.

The storage location must be secured in such a way that the access of unauthorized third parties is excluded. The goods of LTLS must be stored separately from the goods of third parties. In the case of storage, the Contractor shall carry out a check on condition and on completeness with regard to the number of individual items specified in the individual order and to document the unloading of the delivery means.

When the Contractor is releasing the goods from the stock, the condition of the goods must be documented. In addition, the Contractor shall ensure that the goods are picked up and transported in a safe manner.

6. Liability

6.1. Liability of the Contractor

The Contractor shall be liable in accordance with the applicable statutory provisions. The Contractor shall indemnify and hold harmless LTLS and LTLS' employees from any claims of any third parties which may be caused by the contract.

6.2. Liability of LTLS

The independent liability of LTLS in accordance with Section 414 (1) of the German Commercial Code (HGB) is limited to an amount of € 100,000.00, unless LTLS has caused the loss intentionally or reckless and with the knowledge that a loss is likely to occur. Other claims for damages against LTLS or LTLS' vicarious agents shall be excluded in case of violation of non-contractual obligations. The liability of LTLS for the violation of contractual obligations is limited to the contract-typical and foreseeable damage. These exclusions of liability, as described in section 6.2 do not apply for any other claims for damages of the Contractor against LTLS or LTLS' vicarious agents in the event of willful misconduct or grossly negligent damage or injury to life, body or health

7. Insurance

The Contractor is obliged to provide an insurance which fully covers his liability arising from the contractual relationship with LTLS. This Insurance cover must be based on the German usual insurance conditions and an insurance sum of at least EUR 2.5 million. The Contractor shall provide LTLS with a copy of the insurance policy upon request for proof of insurance cover. In the case of authorized subcontracting, the Contractor must ensure the subcontractors' insurance cover in the same way..

8. Right of retention

The Contractor is entitled to exercise a right of retention insofar as his counterclaim is legally established or undisputed. Otherwise, a right of retention of the Contractor on the goods handed over to him is excluded

9. Lien

In case of the goods delivered by LTLS for carriage, the Contractor has no lien, if its counterclaim is not undisputed or has not been finally decided by a court of competent jurisdiction.

The Contractor shall not be entitled to apply a lien for claims originating out of from other contracts concluded with LTLS. The Contractor is expressly informed that LTLS is not the owner of the respective good.

In the event of an exercised lien by the Contractor in respect of goods held in his possession for claims relating to these goods, LTLS shall be entitled to replace the lien by providing a written, irrevocable, unconditional and indefinite guarantee from a credit institution authorized to operate in Germany in the amount of the claim asserted by the Contractor.

10. Offset

LTLS is entitled to set off against claims of the Contractor by means of its own, but also by claims of other companies controlled directly or indirectly by Deutsche Lufthansa Aktiengesellschaft.

The Contractor shall be entitled to set off against claims of the LTLS with legally binding or undisputed claims

11. Confidentiality

The contracting parties undertake to keep the information and / or surrendered documents communicated by the other party secretly and to take all necessary measures to prevent them from being made accessible or otherwise disclosed to any third parties.

This does not apply in case that the parties are obliged to do so by law or by the authorities or have obtained the prior written consent of the other contracting party. This also applies to all information, business secrets and data obtained in the relation to this agreement. The Contractor may, in so far as his services are operated under this contract, provide third parties with the information required for this purpose. The obligation of confidentiality extends beyond the end of the respective contract and is only limited by the written consent of the other party, by law or by the authorities.

12. Advertising ban

The Contractor is prohibited from using the name "Lufthansa" without the written consent of LTLS. The name "Lufthansa" may not be used by the Contractor in any way for advertising purposes without written consent of LTLS. This does not apply to companies which themselves carry the name "Lufthansa".

13. Compliance

The Contractor shall ensure that:

this contract and the business relationship and the activities undertaken by the Contractor in this context do not violate any laws relating to bribery and / or corruption, in particular the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions and the Implementing Regulations thereof, or breach such laws, and that the Contractor will, in connection with the performance of the Services, observe the applicable laws and the provisions of these terms and conditions at any time during the Term,

neither the Contractor nor any other person in the Contractor is aware of, in particular employees, subcontractors, intermediaries or agents of the Contractor, directly or indirectly offered or will offer, in cash or in kind, a loan, a gift, a donation or any other service to any political



organization, a political party or a functionary of such a person or of a person acting in an official capacity for the above-mentioned (together "public officials") or any other person, to provide an unlawful benefit.

14. Applicable law

The contractual relationship is governed by German law

15. Jurisdiction

The court of jurisdiction for all disputes arising out of or in connection with the contract is Hamburg, Germany. In the case of actions or other judicial proceedings directed against the Contractor, this court of jurisdiction shall be exclusive. Other jurisdictions, which are required by applicable law, shall remain unaffected.

16. Severability clause

If a clause of the General Terms and Conditions of Business and of the other agreements reached is or becomes ineffective, this does not affect the validity of the agreements. The contracting parties undertake to adopt instead a regulation that is as close as possible to the regulation content of the ineffective clause