



## GENERAL TERMS AND CONDITIONS FOR AIR TRANSPORT

### 1. APPLICABLE RULES

The following General Terms and Conditions shall apply to all individual contracts for the provision of air transport and any associated services to be concluded between Schenker Logistics Romania SA and the Customer.

The transport services rendered by Schenker Logistics Romania SA, and the commercial relationship, will be governed by the International Convention regarding to air transport (Montreal and Warsaw Convention), by the national legislation in force at the date of signing the contract and by USER Conditions ([www.user.ro](http://www.user.ro)).

### 2. ORDER AND GOODS NATURE

2.1. The Customer has to send to the Schenker Logistics Romania SA, in written form (order), clear instructions regarding each special transport requirement (hazardous cargo (DGR), temperature control transports, fixed scheduler for collection/delivery, oversized dimensions of the cargo etc.). Those special requirements are under Schenker Logistics Romania SA's acceptance.

2.2. The Customer is responsible for the real content of the parcels and/or pallets towards third parties, including national and international authorities/offices.

2.3. The Customer does not have the right to issue transport or warehouse orders for prohibited goods: narcotics, prohibited chemicals, munition, weapons, jewelry and money, otherwise he is solely responsible for any damage suffered by the Schenker Logistics Romania SA. However, if the Customer places such transport orders, the Provider reserves the right to refuse them.

2.4. The Customer has the obligation to pick-up the goods and release the warehouse spaces as established in the order or in maximum 3 (three) days after the payment was done.

2.5. The Customer is responsible for the way of packaging and labeling the cargo. The package has to be in accordance with the type of the cargo and has to assure the protection of the goods during transportation, handling and warehousing, avoiding any damages. For groupage transports, the shipments will be handled multiple times and the package has to be appropriate for those actions. The service provider/the carrier does not have any responsibility regarding the goods that are not packed or with defective/improper package.

2.6. Schenker Logistics Romania SA reserves the right to refuse the provision of any air transport services ordered by the Customer through the Connect4Air Platform, until the moment of the conclusion of a transport contract signed by both Parties.

### 3. ADDITIONAL SERVICES

3.1. Customs services and any other additional services shall be invoiced separately.

### 4. SCHENKER LOGISTICS ROMÂNIA S.A LIABILITY, CLAIMS MANAGEMENT AND GOODS INSURANCE

4.1. Any damages caused by the total or partial damage or loss of the goods and/or for the delay in delivery can be claimed at the moment of delivery of the goods or at the latest within 14 days from the delivery, and within 21 days in case of delay, in accordance with the provisions of the Montreal Convention. If the Customer does not address the claims in the stipulated terms it is deprived of this right. Claims shall be sent in writing to the following e-mail address: [ro.dl.buh.claims@dbschenker.com](mailto:ro.dl.buh.claims@dbschenker.com). or to our headquarters address from 196C Rahovei Street, district 5, Bucharest, otherwise they will not be taken into account.

The approximate periods of delivery stated in the offer is based on information of the air companies and cannot be influenced by Schenker Logistics Romania SA (ETA/ETD). All dates and periods stated in the course of the order-processing are to be regarded as an indication and shall be non-binding. Schenker Logistics Romania SA shall not be liable if the stated dates of delivery and approximate periods of delivery are exceeded. Schenker Logistics Romania SA shall also not be liable for any possible delays at the airport of departure, at the airport of destination or cargo closing times during the transportation as well as for changes of the day of departure or the closing times for cargo.

4.2. In case of lost or damaged cargo due to Schenker Logistics fault, the maximum responsibility accepted by Schenker Logistics cannot exceed 19 DST/ kg of gross weight of damaged/lost cargo (aprox. 20 EUR/kg).

For the land transport services ordered by the Client, the maximum responsibility accepted by Schenker Logistics Romania SA is 8,33 DST/ kg of gross weight of damaged/lost cargo, based on CMR Convention, in case of international transport and maximum 2,5 USD/kg of gross weight of damaged/lost cargo in case of national transport. In case of delay deliveries, the responsibility of Schenker Logistics cannot exceed the value of that transport, based on article 23.5 from CMR Convention.

However, in case of damage (total/partial damage), the value will be calculated taking in consideration the value of damaged cargo at the date when the event was produced, the damaged ratio of the cargo, established by comparison with the cargo not damaged, the costs with reconditioning the components or damaged pieces, the costs with replacement of the cargo, from which will be decreased the residual value, choosing the lowest costs out of the ones mentioned above. This amount will not exceed the limit mentioned above according to Montreal Convention.



4.3. Schenker Logistics Romania SA, regardless of its quality (agent, stakeholder, forwarder etc.) is responsible only for the damages caused by its own mistakes, which can be charged to it or to its subordinates. Schenker Logistics Romania SA cannot be liable for any loss of profit, direct / indirect financial losses, other financial losses, contracts, turnover, customers of the Beneficiary etc. and for the missing instructions regarding transport conditions.

4.4. The transport price does not include any additional insurance of the cargo (Cargo insurance). Concluding this Cargo Insurance, the Customer shall benefit of "All Risks" type coverage - according to the insurance condition "Institute Cargo Clauses (A) 01/01/2009 CL382" issued by the Insurance Institute of London (IUA). The insurance premium has a value between 0.15% - 0.4% of the insured amount (cargo value + transport value + other taxes), depending on the type of goods delivered to transport, but not less than 25 Euro/insurance certificate.

4.5. By choosing a cargo insurance you will be protected also from additional risks which does not involve Schenker Logistics Romania SA liability, e.g. loss of cargo or damaged cargo due to natural calamities / weather conditions / events appeared due to third parties etc.

4.6. If such insurance is not purchased, or although it has been requested, the Customer does not mention or refuse to mention information regarding the goods, based on which the insurance premium will be established, the Customer expressly declares that he understands and accepts that the compensation granted by Schenker Logistics Romania SA cannot exceed the limits mentioned in art. 4.2 above.

#### **5. LIEN RIGHT OVER THE GOODS**

5.1. Schenker Logistics Romania SA has a lien right over the goods until the Customer fully pays all the tariffs agreed or any amounts due.

#### **6. PAYMENT CONDITIONS**

6.1. The payment of the invoice is made by bank transfer in one of the accounts mentioned in the footer of the page. The payment term is the one mentioned in the offer. The Beneficiary is by right in default at the expiry of the due date mentioned in the offer. If the Customer does not challenge the invoice within two days from the receipt, he is deprived of this right.

For non-performance or improper performance of the obligation to pay, the Customer will pay damages in the amount of 0.3%/day of delay until the fulfillment of the obligation. All bank charges will be borne by the Customer.

6.2. The calculation of the transport costs depends on the correctness and completeness of the information provided by the Customer. In case of providing incorrect, incomplete information and/or modifying it, regarding to weight, volume, delivery address, or route, the initial transport costs will be recalculated accordingly.

#### **7. FORCE MAJEURE AND APPLICABLE LAW**

7.1. Force majeure and the risk of unforeseeable circumstances, as they are defined in article 1531 from the Romanian Civil Law, communicated and accepted under legal provisions, absolve from responsibility the part which invokes it.

Cases of force majeure include, without limitation, the following: war (declared or not), invasion, civil war, revolution, insurrection, terrorism, embargoes, sabotage, piracy, expropriation, requisition, nationalization, epidemics, natural disasters (such as, but not limited to, storms, cyclone, typhoon, hurricane, tornado, earthquake, volcanic activity, landslides, tsunamis, floods, lightning, drought, blizzards) explosion, fire, strikes, labor disputes.

7.2. All types of litigations arising from execution of this contract, which cannot be solved mutually, will be submitted for settlement to the competent courts of Schenker Logistics Romania SA headquarters from Bucharest.

7.3. The Customer declares that it is aware and expressly accepted the provisions regarding liability - limitation clauses, applicable law, jurisdiction, as well as any other unusual clause in the contract according to art. 1203 of the Romanian Civil Code.

#### **8. DATA PROTECTION**

8.1. During the execution of the services ordered, Schenker Logistics Romania SA process the personal data of your employees / legal representatives. Detailed information about processing of personal data can be found by following the link <https://www.dbschenker.com/ro-ro/meta/politica-de-confidentialitate>.

#### **9. COMPLIANCE AND RESTRICTIONS**

9.1. In the event that the services or part of the services contemplated herein become/are prohibited and/or restricted under any laws or regulations, including but not limited to US-law, law of the European Community, or national laws, regulations relating to the fight against terrorism, embargos, Trade Regulations, Schenker Logistics Romania SA is entitled to cancel the services or part of the services at any time, without prior notice and without incurring any liability to the Customer whatsoever.

9.2. The Customer declares and warrants that accepts and shall comply with the DB Code of Conduct for Business Partners, which can be accessed at the following link: <http://www.dbschenker.com/log-ro-ro/start/> ("About Us"-> Conformity);

The Customer also warrants that its employees/representatives will comply with the DB Code of Conduct for Business Partners.

#### **10. OTHER EXEMPTIONS**

10.1. Schenker Logistics Romania SA will not be held liable for damages caused by violations of the "The Hungarian Electronic Trade and Transport Control System (EKAER)" notwithstanding any other indications in the contract.



10.2. Schenker Logistics Romania SA is not responsible for effects of the withdrawal of the United Kingdom from the European Union ("Brexit") and thus is not liable for any damages caused by delays due to the consequences of Brexit. This shall include, but is not limited to, delays in customs clearance and/or during border processing

Any additional costs due to the consequences of Brexit (e.g. storage costs, demurrage and detention, customs fees, port costs, costs of personnel) may be charged to the customer. Schenker Logistics Romania SA will inform the customer once Schenker Logistics Romania SA has reliable information about additional costs and at the latest by the start of transport.

Schenker Logistics Romania SA shall be unilaterally entitled to terminate this contract with formal notice to the customer if the withdrawal of the United Kingdom from the European Union leads to a fundamental change of the contractual circumstances. Fundamental changes shall including but not limited to: (i) the contractually obliged provision of services is rendered impossible or (ii) the continuation of the contract will place a substantial and significant financial burden.