



Please read these conditions carefully as they outline the Terms and Conditions applicable to the quotation provided and any contractual relationships deriving from the acceptance of the quotation; unless and to the extent prevailing specific and valid contractual arrangements are in force between Customer and Kuehne + Nagel covering one and the same Shipment as the contract agreed via the quotation, and provided further, the parties have agreed that any such separate agreement shall prevail.

### CONCLUSION OF CONTRACT

#### Electronic Communication

1.1 Customer and Kuehne + Nagel communicate with each other electronically and acknowledge and agree that electronic communication (e.g. by Email, Fax, Internet and other electronic means) is a proper means for concluding contracts and agree not to contest the validity of contracts on the basis (1) that they were concluded by electronic communication, (2) that the original records are in electronic form, or (3) that no signature(s) evidence such contracts.

#### Offer and Acceptance

1.2 Pricing and booking information provided via the quotation does not constitute binding offers on the part of Kuehne + Nagel.

1.3 Quotes are the result of ad-hoc calculations based on the Services requested by Customer in accordance with the Shipment information provided by Customer. The pricing shown on a quote is related to the particularly requested service package and is valid for the period stated during the quoting process. A quote provided by Kuehne + Nagel does not include confirmation of details such as but not limited to a particular traffic routing and the use of particular subcontractors and/or agents, nor does it make any representation regarding availability of the Service at any particular point in time.

1.4 The Shipment information provided by Customer during the quotation and booking process equally has no legally binding effect, until Customer places the booking which will complete the Customer's order and will constitute a legally binding offer.

1.5 In due course Kuehne + Nagel will send via email an acceptance or rejection of the offer. An acceptance of the offer will lead to a legally binding contract between Customer and Kuehne + Nagel. In the absence of a written email acceptance, a legally binding contract still comes into existence if (a) Kuehne + Nagel commences the performance, and (b) an email acceptance by Kuehne + Nagel is not expected according to customary practice. Upon conclusion of a legally binding contract, any cancellation of the Services by Customer does not release from agreed duties and obligations.

#### Contracting Parties

2.1 The contract is being concluded between Customer on the one part and Kuehne + Nagel on the other part. The relevant operating entity of Kuehne + Nagel performing the Services is the solely responsible entity towards Customer. For the avoidance of doubt the members of the Kuehne + Nagel Group cannot be held jointly and severally liable.

2.2 To the extent legally mandatory or permitted by relevant law, the recipient of the Shipment may also have certain rights relating to the transaction.

### TRANSPORTATION AND HINDRANCES

3.1 Kuehne + Nagel shall carry out its Services with skill and care and in accordance with Customer's instructions as agreed. If Customer's instructions or required documentation are inaccurate, incomplete, or, in any way, not in accordance with the contract, Kuehne + Nagel may at Customer's risk and expense act as it reasonably deems fit and Customer shall indemnify and hold Kuehne + Nagel harmless from any related claims, costs, liabilities and expenses.

3.2 If at any time Kuehne + Nagel's performance is or is likely to be affected by any hindrance or risk of any kind (including the conditions of the Shipment) not arising from any fault or neglect of Kuehne + Nagel and which cannot be avoided by the exercise of reasonable endeavours, Kuehne + Nagel shall be exempt from its obligations under the respective contract and, where reasonably possible, make the Shipment or any part of it available to Customer or any other person entitled to receive the Shipment at a place which Kuehne + Nagel may reasonably deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of Kuehne + Nagel in respect of the Shipment shall cease. In any event, Kuehne + Nagel shall be entitled to the agreed remuneration under the contract and Customer shall pay any additional costs resulting from the above-mentioned circumstances.

3.3 Quotes apply to stackable general cargo only and exclude dangerous goods, perishables, valuables, temperature controlled, oversized, over-length, out-of-gauge cargo, or any other special cargo, unless explicitly mentioned in the offer and accepted by Kuehne + Nagel.



3.4 Quotes are based on lower deck cargo size and transportation restrictions only, unless explicitly mentioned in the offer and accepted by Kuehne + Nagel.

3.5 Quotes include air freight charges which are based on actual or dimensional weight, whichever is greater. Dimensional weight is based on the industry standard volume ratio 1:6, unless explicitly agreed between Customer and Kuehne + Nagel.

3.6 Quotes expire on the date indicated on the quotation. Without prejudice to clause 4 below or to any other rights Kuehne + Nagel may have according to law, Kuehne + Nagel reserves the right to make necessary corrections in the event of any change of the Shipment information provided.

3.7 Quotes include a fuel and a security price, unless the parties have expressly agreed otherwise in a separate agreement (in which case a fuel and a security charge shall be added to an invoice once issued). Any fuel and security prices quoted or invoiced can differ from charges invoiced to Kuehne + Nagel by its carriers, subcontractors or agents for fuel and security.

3.8 Charges are calculated on chargeable weight and apply to Known Shippers/Consignees, as defined by relevant law or usage, only. Rates for Unknown Shippers/Consignees may differ.

3.9 Unless otherwise agreed, any fee or charge, whether new or existing, with regards to the Services and imposed or increased at any time by any government agency, carrier, or other third party will be passed on in full to Customer, plus duties and taxes. This may also include, among others, customs related fees billed as a percentage of the CIF value and Ad Valorem charges, and any government imposed warehousing or storage fees.

3.10 Kuehne + Nagel's quotations do not include special charges, such as but not limited to, insurance premiums, inspection charges at origin and destination, duties and taxes, postage or courier fees, legalization expenses and heavy lift charges. Any such fees will be charged extra, unless explicitly mentioned in the offer and accepted by Kuehne + Nagel.

3.11 Any customs clearance fee that is covered in the quotation includes three (3) HS codes. Any additional HS code will be charged as per valid tariffs.

3.12 Pick up or delivery charges are valid for non-bonded trucks only.

3.13 Any transit time shown in the quotation is indicative only and non-binding; it is derived from historical shipment data based on, inter alia, the respective trade lane and/or product parameter chosen and covering a standard course of transportation. The real transit time can differ. No additional time period is factored in, e.g. for extraordinary events or due to circumstances beyond Kuehne + Nagel's control. This includes, without limitation, waiting times for customs inspections, or any other act or omission by authorities.

3.14 All cargo is subject to carrier approval.

3.15 Kuehne + Nagel shall be under no obligation to return any packaging material. If Kuehne + Nagel does return such material, all relevant local rules and regulations do apply and occurring fees and expenses are separately charged to Customer.

3.16 Unknown Shippers/Consignees may be subject to additional security procedures and regulations. Where applicable, any charges agreed upon are based on Known Shipper/Consignee status. Additional charges caused by Unknown Shipper/Consignee status, e.g. for X-ray screenings and/or accessorial charges are not included and Customer will be charged extra, unless explicitly mentioned in the offer and accepted by Kuehne + Nagel. Kuehne + Nagel reserves the right to refuse any Shipment or Services due to an Unknown Shipper/Consignee status of Customer and accepts no liability whatsoever in any such case.

### CUSTOMER'S UNDERTAKING

4.1. It is a condition of the contract, and Customer warrants and undertakes, that:

4.1.1 It is either the owner of the Shipment, or is authorized by the owner to accept these Terms and Conditions on the owner's behalf.

4.1.2 The Shipment shall be presented to Kuehne + Nagel (and/or anyone else dealing with them) securely and properly packed in compliance with any applicable statutory regulations, recognized standards and best practice and are and will remain in a condition to be safely handled, stored and/or carried so as not to cause injury, damage, contamination or deterioration (or the possibility of them) to any person, premises, equipment or to any other items in a way.

4.1.3 Before Kuehne + Nagel assumes any responsibility for or by involvement with the Shipment, Customer will inform Kuehne + Nagel in writing of any relevant matters, including any special precautions necessitated by the nature, weight or condition of the Shipment and any



statutory or other duties specific to the Shipment with which Kuehne + Nagel or others may need to comply; and will promptly after invoicing pay Kuehne + Nagel's reasonable extra charge for complying.

4.1.4 Except to the extent previously notified in detail to, and accepted by, Kuehne + Nagel in writing, none of the Shipments: are oversized, tires, weapons, live animals, chemicals, dangerous, hazardous or contaminated; may cause pollution of the environment or harm to human health if they escape from their packaging; require temperature controls or special security measures, including US, EU and/or National military or export controls and/or sanctions; require any official consent or license to handle, possess, deal with or carry; will at any time whilst in the care or control of Kuehne + Nagel constitute Waste.

4.1.5 None of the Shipments are considered illegal under any applicable laws and regulations.

4.1.6 It will comply with any reasonable regulations of Kuehne + Nagel relating to handling, carriage, storage or forwarding of Shipments (and ancillary matters) which are notified in writing from time to time.

4.1.7 Information given by Customer or on its behalf shall be correct and complete, including but not limited with regards to the Shipment.

4.1.8 When providing goods and Services, Customer shall comply with all requirements of export, customs and foreign trade legislation ("Trade Regulations") and obtain the required export authorizations, unless a third party is obliged to apply for the export authorizations under applicable Trade Regulations. Customer commits to comply with all applicable export control and sanction laws as well as the UN, EU (Council Regulations latest version) and US anti-terrorism legislation (e.g. Patriot Act of 2001, etc.) and agrees to make the inquiries as required by this and similar legislation applicable with regard to its own business contacts, partners, subcontractors and employees. Customer guarantees that all consignees and all shipping addresses have been checked against all publicly available terrorist lists, blacklists, or similar publications or databases (published by EU, UK, US, etc.). Kuehne + Nagel is not obliged to effect any Shipment, transportation and/or deliveries to any (natural or legal) person listed on any such list or subject to trade restrictions.

4.1.9 Customer must provide Kuehne + Nagel, for all transactions and in a timely manner with all customs, export control, sanctions, information and related documentation including but not limited to the customs classification number, customs valuation, origin, export control classification number including any U.S. export control classification number, any export licences and details of any sanctions or restrictions that might be applicable to the parties involved or the transaction itself.

4.2 Customer shall indemnify and hold Kuehne + Nagel harmless against any loss or damage it suffers as a result of any breach of Customer's undertakings, and will pay all costs and expenses (including professional fees) incurred in, and Kuehne + Nagel's reasonable charges for, dealing with the breach and its consequences. If Kuehne + Nagel suspect a breach of clause 4.1, it may refuse to accept the Shipment, demand its immediate removal, or itself arrange its removal without notice, at Customer's expense.

## **LIABILITY**

### **Basis of Liability**

5.1 Kuehne + Nagel's liability is based on its general obligation to perform its Services in a professional manner and with reasonable skill and care.

### **No Liability for Third Parties**

5.2 Kuehne + Nagel is not liable for acts and omissions by third parties, such as, but not limited to, carriers, warehousemen, stevedores, port authorities and other freight forwarders, unless Kuehne + Nagel has failed to exercise due diligence in selecting, instructing or supervising such third parties.

### **Liability as Carrier**

5.3 Notwithstanding the aforementioned, Kuehne + Nagel is subject to liability as principal not only when Kuehne + Nagel performs the carriage itself by its own means of transport (performing carrier), but also if, by issuing its own transport document or otherwise, Kuehne + Nagel has made an express or implied undertaking to assume carrier liability (contracting carrier).

5.4 However, Kuehne + Nagel shall not be deemed liable as carrier if Customer has received a transport document issued by a person other than Kuehne + Nagel and does not within a reasonable time maintain that Kuehne + Nagel is nevertheless liable as carrier.

5.5 With respect to Services other than carriage of Shipments such as, but not limited to, storage, handling, packing or distribution of Shipments, as well as ancillary services in connection therewith, Kuehne + Nagel shall be liable as principal (1) when such services have been performed by itself using its own facilities or employees, or (2) if it has made an express or implied undertaking to assume liability as principal.



5.6 Kuehne + Nagel as principal shall, subject to the limitations and exclusion of liability set out in these Terms and Conditions, be responsible for the acts and omissions of third parties it has engaged for the performance of the contract of carriage or other services in the same manner as if such acts and omissions were its own and his rights and duties shall be subject to the provisions of the law applicable to the mode of transport or service concerned, as well as the additional conditions expressly agreed or, failing express agreement, by the usual conditions for such mode of transport or services.

### Limitation of Liability for Loss and Damage

5.7 In no event shall Kuehne + Nagel be or become liable for any loss of or damage to the Shipment in an amount exceeding the equivalent of 2 SDR per kilogram of gross weight of the Shipment (or part thereof) lost or damaged, unless a larger amount is received from a person for whom Kuehne + Nagel is responsible. If the Shipment has not been delivered within ninety consecutive days after the date when the Shipment ought to have been delivered, the claimant may, in the absence of evidence to the contrary, treat the Shipment as lost.

### Other Type of Loss

5.8 Kuehne + Nagel's liability for any type of loss not already mentioned in these Terms and Conditions shall not exceed the total amount of 10,000 (in words: ten thousand) SDR for each incident and, irrespective of the number of incidents and cause of loss, USD 100.000,-- (in words: one hundred thousand US Dollars) in aggregate per annum, unless a larger amount is received from a person for whom Kuehne + Nagel is responsible.

### Exclusions of Liability

5.9 Kuehne + Nagel shall in no event be liable for:

5.9.1 valuables or dangerous goods, unless declared to Kuehne + Nagel in writing at the time of the conclusion of the contract, or

5.9.2 loss following from delay, unless expressly agreed in writing, or

5.9.3 indirect or consequential loss such as, but not limited to, loss of profit and loss of market.

5.10 The value of the Shipment shall be determined according to the current commodity exchange price or, if there is not such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the normal value of a Shipment of the same kind and quality.

### Notice and Time Bar

5.11 Unless notice of loss of or damage to the Shipment, specifying the general nature of such loss or damage, is given in writing to Kuehne + Nagel by Customer or the person entitled to receive the Shipment when the Shipment is handed over to Customer or such other person, such handing over is prima facie evidence of the delivery of the Shipment in good order and condition. Where such loss or damage is not apparent, the same prima facie position shall be assumed if notice 'in writing' is not given within six (6) consecutive days after the day when the Shipment was handed over to the person entitled to receive it.

5.12 With respect to all other loss or damage, any claim by Customer against Kuehne + Nagel arising in respect of any Service shall be made in writing and notified to Kuehne + Nagel within fourteen (14) days of the date upon which Customer became or should have become aware of any event or occurrence alleged to give rise to such claim. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where Customer can show that it was impossible to comply with this time limit and that Customer has made the claim as soon as it was reasonably possible for him to do so.

5.13 Kuehne + Nagel shall be discharged of all liability under the contract unless suit is brought within nine (9) months after the delivery of the Shipment, or the date when the Shipment should have been delivered, or the date when failure to deliver the Shipment would give Customer or the person entitled to receive the Shipment the right to treat the Shipment as lost. With respect to other loss than loss of or damage to the Shipment the nine (9) months period shall be counted from the point in time when the failure of Kuehne + Nagel giving right to the claim occurred.

### INSURANCE

6.1 Unless so otherwise instructed in writing and reimbursed for by Customer, Kuehne + Nagel does not insure the Shipment and Customer shall self-insure or make arrangements to cover the Shipment against all insurable risks to their full insurable value (including all duties and taxes) with any right for the insurer to bring a subrogated claim against Kuehne + Nagel being excluded. Kuehne + Nagel shall not be under any obligation to effect a separate insurance on each Shipment, but all insurances effected by Kuehne + Nagel are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk.



### PAYMENT AND LIEN

7.1 Customer agrees to pay the relevant charges, which include the price in accordance with the quote chosen by Customer plus any additional charges or fees that may arise, inter alia, in the form of customs duties and taxes, special equipment charges, special pick-ups or delivery and additional storage charges after the expiry of the first twenty-four (24) hours or as per local free time storage or equipment lease period.

7.2 Kuehne + Nagel's charges are subject to VAT. The prices offered will be charged in local currency ("Local Currency"), unless local practice provides for quotation in USD, EUR, or any other currency different from Local Currency ("Trading Currency"). Any Trading Currency may be exchanged into Local Currency at the day of invoicing by Kuehne + Nagel. For purposes of determining the Trading Currency equivalent of any Local Currency, the exchange rate shall be the KN Clearing Rate at which such Trading Currency may be exchanged into the Local Currency plus a Fluctuation Fee, or where a KN Clearing Rate is not available, the locally applicable bankers rate of exchange, unless otherwise agreed upon between Kuehne + Nagel and Customer.

7.3 All charges shall be paid free of any deduction, set-off or counterclaim of any kind within fourteen (14) days since date of invoice, unless otherwise provided for in (1) applicable laws and regulations, or (2) a separate written agreement between the parties covering one and the same Shipment as the contract agreed via the quotation if the parties have agreed that any such separate agreement shall prevail. Invoices for tax and duty outlays are due immediately and are subject to outlay fees.

7.4 Interest shall be paid on money overdue to Kuehne + Nagel at the maximum rate allowed in the residence country of Customer, and if such is not provided for, the interest rate applicable by the national bank in the country of residence of Customer.

7.5 Kuehne + Nagel shall, to the extent permitted by applicable law, have a general lien on the Shipment and any documents relating thereto for any amount due at any time to Kuehne + Nagel from Customer including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner including the sale of the Shipment in Customer's name, subject always to mandatory local law.

7.6 In case of a Triangle Transaction, a Triangle Management Fee may apply.

### ALTERATIONS

8.1 Kuehne + Nagel reserve the right to alter these Terms and Conditions, the Service conditions, the Legal Notice and any other Kuehne + Nagel policies and conditions without further notice. A particular contract between Customer and Kuehne + Nagel will always be subject to the versions of the aforementioned policies and conditions in force at the time Customer places its offer, unless alterations are made pursuant to mandatory requirements imposed by law or government authority (in which case the alterations apply from the point in time stipulated by law or government authority).

### INCOTERMS®

9.1 The Incoterms® were created by the International Chamber of Commerce (ICC) in Paris and are a registered trademark of the ICC. Incoterms® can be agreed between the seller and the buyer of goods as part of their sale of goods contract to define the terms of shipment and delivery as well as the transfer of risk between those two parties. However, the Incoterms® do not become part of the contract between Customer and Kuehne + Nagel for the provision of the Services, as this contract involves forwarding and/or carriage elements, not the sale of goods. Customer notifying Kuehne + Nagel of the agreed Incoterms®-clause merely gives Kuehne + Nagel an instruction related to the split (if any) of the Service charges between seller and buyer. Regardless of the Incoterms®-clause Customer is and remains responsible towards Kuehne + Nagel for all fees and will be held liable in the event any fees cannot be collected from third parties in accordance with the indicated Incoterms®-clause.

### CONFIDENTIALITY

10.1 The contents of this contract and any information on Kuehne + Nagel's business is sensitive, confidential and will not be disclosed by Customer to any third party without the express written consent of Kuehne + Nagel, unless the information is manifestly in the public domain at the time of disclosure or such disclosure is required by valid legal process or is otherwise required by law or by the rules of any listing authority or stock exchange, in which event Customer shall give Kuehne + Nagel prompt written notification thereof. Customer will ensure, and will be liable for ensuring, that its directors, employees, agents, advisers and subcontractors shall not disclose any confidential information.

10.2 The obligation of this clause shall survive for a period of three (3) years after the termination of the relevant contract.

### SEVERABILITY



11.1 If any part of these Terms and Conditions, the Legal Notice and any other Kuehne + Nagel policies and conditions are deemed invalid, void or unenforceable for any reason, that part will be deemed severable and will not affect the validity and enforceability of the remaining parts.

### MANDATORY LAW

12.1 These Terms and Conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of international conventions (e.g. the Montreal Convention 1999) or mandatory national law applicable to freight forwarding services.

### GOVERNING LAW AND JURISDICTION

13.1. The relationship between Customer and Kuehne + Nagel shall be governed by the laws of the country in which Kuehne + Nagel is incorporated, without giving effect to its conflict of law provisions, and the courts at the location of Kuehne + Nagel's registered office shall have exclusive jurisdiction. For the avoidance of doubt, the application of the United Nations Convention on International Sale of Goods (CISG) is excluded.

### DEFINITIONS

Affiliate(s)	means (1) any corporation or business entity fifty percent (50%) or more of the voting stock or voting equity interests of which are owned directly or indirectly by a party; or (2) any corporation or business entity which directly or indirectly owns fifty percent (50%) or more of the voting stock or voting equity interests of a party; or (3) any corporation or business entity directly or indirectly controlling or under control of a corporation or business entity as described in (1) or (2).
Customer	means any registered company choosing to request a quotation from Kuehne + Nagel. Further, Customer includes any person having rights or obligations under a contract of carriage concluded with Kuehne + Nagel for whom the Terms and Conditions apply. For the avoidance of doubt the Services are not tailored for individuals / consumers and the same are not accepted as Customers.
Fluctuation Fee	means a set percentage added on top of the exchanged amount to accommodate for any currency fluctuations during the course of the month as the KN Clearing Rate is set once per month applicable for a whole month.
HS Code	means Harmonized Commodity Description and Coding System.
KN Clearing Rate	means the exchange rate that is applied for the duration of one month and is based on the published business rates available on <a href="http://www.oanda.com">www.oanda.com</a> ; the rate per currency is retrieved once a month for the following month on the second last working day of the month, using the published rate from two days prior.
KN Index	means an index that is determined by Kuehne + Nagel and calculated on the basis of a weighted average of the fuel and security rates of the top five (5) airlines used by Kuehne + Nagel during a set period of time within the respective region.
Known Shipper/Consignee	means a consignor who originates cargo or mail for its own account and whose procedures meet common security rules and standards sufficient to allow the carriage of cargo or mail on any aircraft.
Kuehne + Nagel	means the particular operating entity within the Kuehne + Nagel Group that is performing the Services, and, with regards to clause 5 only, also includes all other members of the Kuehne + Nagel Group.
Kuehne + Nagel Group	means the group of companies comprising the direct and indirect Affiliates of the ultimate parent company Kuehne + Nagel International AG.
Local Currency	has the meaning given to such term in clause 7.2.
Montreal Convention	means the Convention for the Unification of Certain Rules for International Carriage by Air 1999.
SDR	means a Special Drawing Right as defined by the International Monetary Fund.
Services	means the services agreed on between Customer and Kuehne + Nagel, which may include forwarding, carriage, consolidation, storage of the Shipment in transit, handling, as well as ancillary services, such as but not limited to pick-up, delivery, customs clearances (export/import) and issuance of documentation.
Shipment	means the goods Kuehne + Nagel or its subcontractor physically takes over for the provision of the Services.
Trading Currency	has the meaning given to such term in clause 7.2.
Triangle Management Fee	means a fee applicable for managing services due to Triangle Transaction. This fee will be charged as per clause PAYMENT AND LIEN.
Triangle Transaction	means a transaction where the invoiced Customer is located in a different country than the operating entity (ies) within the Kuehne + Nagel Group that is (are) performing the Services.



## General Terms and Conditions Kuehne + Nagel - Airfreight

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TSA	means Transportation Security Agency, a division of the United States Homeland Security.
Unknown Shipper/Consignee	means a Shipper who has not been properly vetted or registered with the TSA or other competent authorities. There are material restrictions to shipping methods for Unknown Shippers/Consignees.
Waste	bears its general meaning and also means "Waste" as defined legislatively.