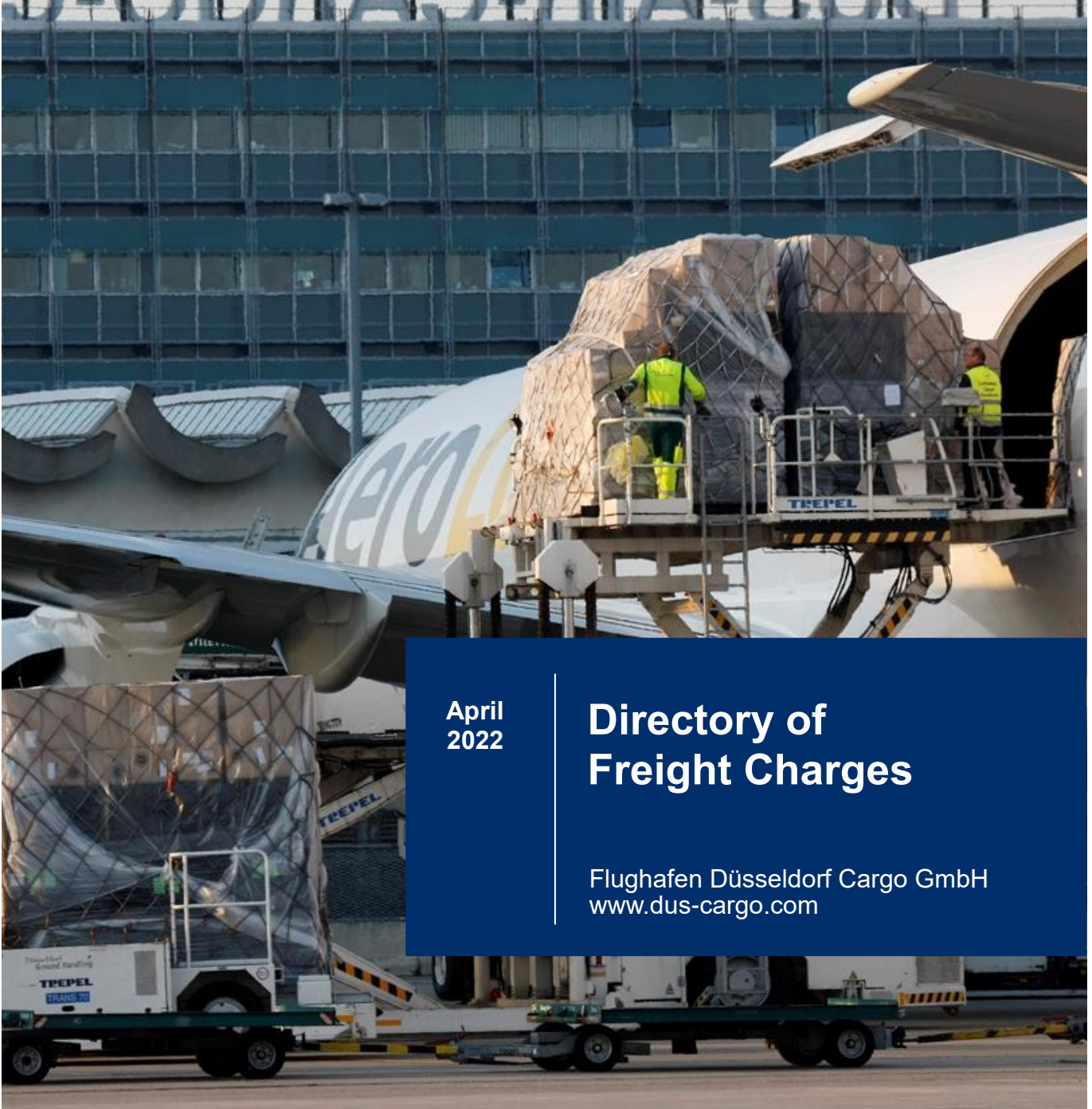


AIR-CARGO-CENTER



April
2022

Directory of Freight Charges

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405	6	571	13		

I	<u>Export</u>	Units of account	EURO
	Outgoing air freight and Road Feeder Traffic		
101	Physical Handling - Export Flight Acceptance of export shipments on behalf of the airline, checking, issue of the acceptance sheet, storage, transfer to transit area, preparation of freight according to airline regulations and loading onto cargo cart	kg	0.19 €
	Minimum charge	Flight	32.50 €
	<u>plus</u>		
255	Security charges	AWB per flight	3.65 €
102	Physical Handling - Export Truck Acceptance of export shipments on behalf of the airline, checking, issue of the acceptance sheet, storage, transfer to transit area, preparation of freight according to airline and transfer to ramp / truck dock	kg	0.19 €
	Minimum charge	Flight	32.50 €
	<u>plus</u>		
255	Security charges	AWB per flight	3.65 €
106	Offload Physical Handling - Export Flight Minimum Charge	kg Flight	0.19 € 32.50 €
107	Offload Physical Handling - Export Truck Minimum Charge	kg Flight	0.19 € 32.50 €

I	<u>Export</u>	Units of account	EURO
	Outgoing air freight and Road Feeder Traffic		
111	Full Handling - Export Flight Acceptance of export shipments on behalf of the airline, checking, issue of the acceptance sheet, storage, transfer to transit area, preparation of freight according to airline regulations, loading onto cargo cart and documentation	kg	as agreed
	Minimum charge	Flight	as agreed
255	<u>plus</u> Security charges	AWB per flight	3.65 €
112	Full Handling - Export Truck Acceptance of export shipments on behalf of the airline, checking, issue of the acceptance sheet, storage, transfer to transit area, preparation of freight according to airline, transfer to ramp / truck dock and documentation	kg	as agreed
	Minimum charge	Flight	as agreed
255	<u>plus</u> Security charges	AWB per flight	3.65 €
116	Offload Full Handling - Export Flight Minimum charge	kg Flight	as agreed as agreed
117	Offload Full Handling - Export Truck Minimum charge	kg Flight	as agreed as agreed

II	<u>Import</u>	Units of account	EUR
	Incoming air freight traffic and road feeder traffic, including transit and transfer shipments		
301	Physical Handling - Incoming Flight Unloading from cargo cart, sorting, checking, storage and check-out from storage	kg	0.19 €
	Minimum charge	Flight	32.50 €
302	Physical Handling - Import Truck Unloading from truck, sorting, checking, storage and check-out from storage	kg	0.19 €
	Minimum charge	Flight	32.50 €
311	Full Handling - Import Flight Unloading from apron vehicle, sorting, checking, storage, check-out from storage and documentation	kg	as agreed
	Minimum charge	Flight	as agreed
312	Full Handling - Import Truck Unloading from truck, sorting, checking, storage, check-out from storage and documentation	kg	as agreed
	Minimum charge	Flight	as agreed

III Storage Rooms

	Units of account	EUR
404 Cost of storage - Export shipments		
Cost-free storage up to a maximum of two days, by continuous storage, the day of delivery is free		
After lapse of free storage time	per 100 kg or part thereof and day	2.80 €
Minimum charge	Shipment per day	5.60 €
In case of re-release, the entire storage time is calculated at the time of check-out from storage		
<u>plus</u>		
250 an administrative flat-rate	Procedure	28.00 €
405 Cost of storage - Import shipments		
Cost-free on day of arrival until midnight, plus 24 hours;		
Cost of storage after expiry of free storage time	per 100 kg or part thereof and day	2.80 €
Minimum storage charge	Shipment per day	5.60 €
Cost of storage from the 10th day of storage	per 100 kg or part thereof and day	3.50 €
Cost of storage from the 20th day of storage	per 100 kg or part thereof and day	4.18 €
Cost of storage from the 30th day of storage	per 100 kg or part thereof and day	4.95 €
414 Storage surcharge – Import shipments	per 100 kg or part thereof and day	6.50 €
This fee is charged from the 20 th day of storage in addition to the basic cost of storage		
 <u>Special storage rooms</u>		
If air freight goods are stored in special rooms, the following fees are charged from the day of storage in addition to the basic cost of storage.		
415 Room for valuable shipments	kg per 24 hours or part thereof	1.00 €
Minimum charge	Shipment per 24 hours or part thereof	37.00 €
416 Room for radioactive materials	kg per 24 hours or part thereof	1.00 €
Minimum charge	Shipment per 24 hours or part thereof	82.00 €
417 Cold storage room (+ 5° C)	kg per 24 hours or part thereof	0.16 €
Minimum charge	Shipment per 24 hours or part thereof	37.00 €
418 Storage of human remains	Shipment per 24 hours or part thereof	90.00 €

III Special storage Rooms

	Units of account	EUR
431 Storage of explosive material		
Minimum charge	kg per 24 hours or part thereof	1.00 €
	Shipment per 24 hours or part thereof	37.00 €
410 DGR cargo surcharge		
Minimum charge	Shipment	20.50 €
Shipments over 49 kg	Shipment	24.20 €
Shipments over 99 kg	Shipment	33.20 €
Shipments over 499 kg	Shipment	56.75 €
Shipments over 999 kg	Shipment	74.85 €

IV Special services

	Units of account	EUR
<u>Extension of period of storage</u>		
408 Transfer to storage area C Minimum charge	kg Shipment	0.12 € 80.00 €
409 Cost for storage - storage area C This charge is in addition to the basic cost for storage	per 100 kg or part thereof and day	7.35 €
412 Redelivery to - type "C" bonded warehouse	kg Shipment	0.12 € 80.00 €
<u>ATLAS confirmation</u>		
211 Forwarding agents and Airlines	Shipment	15.00 €
211 End customers	Shipment	20.00 €
214 Presentation of T documents	Piece	35.00 €
232 Issue of T documents	Piece	96.00 €
231 Customs seal according to the regulation (EU) No. 952/2013	Procedure	15.00 €
217 Customs presentation excess or shortage / difference	MAWB	35.00 €
219 Re-export with customs presentation	MAWB	30.00 €
228 SITA message	Piece	15.00 €
229 NOTOC issue Minimum Charge	Line Shipment	8.50 € 30.00 €
234 Data Capture HAWB recording	HAWB	11.00 €
236 Data Capture MAWB recording	MAWB	11.00 €
238 Express handling Export up to 200 kg Delivery at least 90 minutes before departure	AWB	25.00 €

IV Special services

		Units of account	EUR
<u>Security charges according to EU directives</u>			
256	X-ray of unsafe cargo Minimum charge	Kg MM / AWB	0.098 € 50.00 €
263	Security control by ETD Minimum Charge	Kg MM / AWB	0.13 € 68.00 €
264	Security control by EDD Minimum charge	kg MM / AWB	0.13 € 68.00 €

For open, closing or repacking the shipments additional fees can occur and are charged with a warehouse clerk per ½ hour (see on page 14)

DGR Check

204	for radioactive shipments (RRY)	Procedure	210.00 €
205	for shipments with one UN number	Procedure	124.00 €
206	for shipments with 2 to 10 UN numbers	Procedure	182.50 €
207	for shipments from 11 UN numbers, per UN number Minimum charge	UN number Procedure	18.70 € 205.70 €
	For shipments with more than five (5) pieces we debit a surcharge per piece	Piece	3.10 €

For open, closing or repacking the shipments additional fees can occur and are charged with a warehouse clerk per ½ hour (see on page 14)

IV Special services

	Units of account	EUR
215 Notification of recipient	notification attempt	5.50 €
216 Notification of bank	notification attempt	7.50 €
241 Entry summary declaration	Procedure	43.05 €
242 Arrival notification	Procedure	16.70 €
315 Issuing additional manifest for shipments not listed on storage manifest	AWB	17.55 €
316 Handing over of delivery receipts to third parties by order of an airline	Piece	28.90 €
320 Express check-in of incoming import shipments (only if flown in) If possible Time frame: Release of freight at DACC plus 60 minutes Shipments up to 30 kg Shipments up to 1000 kg Each additional 1000 kg or part thereof	Shipment Shipment Shipment	29.30 € 58.60 € 58.60 €
321 Check in of consolidation shipments for subsequently submitted house manifest Including notification to ATLAS if requested Minimum charge	kg Shipment	0.16 € 5.10 €
322 Check in of consolidation shipments if the house manifest for the flight manifest already exists Minimum charge	kg Shipment	0.13 € 3.95 €
324 Consolidated shipment - documentary breakdown only Minimum charge	kg Shipment	0.13 € 3.95 €

IV Special services

	Units of account	EUR
531 Registration of damage to freight, including issue of damage report	Per ½ hour or part thereof	33.00 €
572 Duplicate statement of damage to cargo	Piece	6.65 €
573 Digital photograph including online mailing - on request plus per photo	Procedure Photo	34.00 € 3.00 €
<u>Enforced storage</u> of shipments released for pickup and not picked up within 15 minutes		
425 Enforced storage of shipment	AWB	55.60 €
<u>Prior inspection</u> of shipments, check-out of goods from storage to inspection area and return to storage		
426 Prior inspection of shipment	AWB	55.60 €
427 Prior inspection Warehouse Prior inspection of shipments including FDCG ID (one day) and escort by FDCG staff	Per ½ hour or Part thereof	46.00 €
Loading and unloading of trucks, loose freight on T & M basis		
550 Loading and unloading at the truck dock	ULD	86.00 €
553 Loading and unloading of shipments up to 3 Kolli with a maximum weight of 500 kg	Procedure	24.00 €
555 Pallet Stacks	Per ½ hour or part thereof	50.00 €
511 Weighing procedure	Weighing procedure	14.80 €
552 Volume measurement - on request Minimum charge	per package Shipment	5.75 € 17.30 €

IV Special services

		Units of account	EUR
239	Changes to the AWB	AWB	47.25 €
340	Duplicate out of system	Piece	6.70 €
341	Archived duplicate, older than three months	Procedure	28.00 €
342	Photocopies	Piece	1.00 €
343	Permanent FDCG warehouse ID, per application	Procedure	56.00 €
344	FDCG ID, valid one day, per application	Procedure	12.00 €
346	Facsimile within Germany	Per Page	1.00 €
445	Audit		on request
235	Issue of transport document according to ADR/GGVESB (accident leaflet - hazardous goods regulation for road traffic)	Procedure	40.00 €
250	Administrative flat rate	Procedure	28.00 €

V	<u>Material</u>	Units of account	EUR
430	One way pallets 80 cm x 120 cm (HT-treated according to IPPC Standard No. 15)	Piece	16.45 €
435	One way pallets 100 cm x 120 cm (HT-treated according to IPPC Standard No. 15)	Piece	17.00 €
503	Shrink-wrap	ULD	4.45 €
561	Shrink-wrap (600m)	Roll	29.15 €
504	Spreaders (HT-treated according to IPPC Standard no. 15)	Metre	2.80 €
567	Wooden boards, 10x10 cm (HT-treated according to IPPC Standard no. 15)	Metre	6.05 €
505	Ropes	Metre	0.94 €
506	Lashing straps 6.0 m	Piece	27.50 €
508	Lashing straps 9.0 m	Piece	34.10 €
507	Plastic foil	Metre	1.55 €
528	Single Stud Tie-down Ring	Piece	3.50 €
558	Nets 60,4" x 61,5" x 80,5" (PKC)	Piece	242.00 €
559	Nets 88/96" x 125"x 118"	Piece	317.00 €
569	Repair ropes (for nets)	Piece	9.00 €
571	Adhesive tape, brown	Roll	3.10 €
570	Label	Piece	1.00 €

V Material

		Units of account	EUR
574	FDCG SecurityTape	Roll	8.75 €
578	Squaire timber® - cardboard beams 3.000mm	Meter	6.50 €
579	Squaire timber® - cardboard beams 2.400mm	Meter	6.50 €

VI Hourly work rates

	Units of account	EUR
513 Shift supervisor	per ½ hour or part thereof	49.50 €
515 Warehouse clerk	per ½ hour or part thereof	39.50 €
517 Electric hauler (with driver)	per ½ hour or part thereof	42.85 €
518 Fork lift truck up to two tonnes (with driver)	per ½ hour or part thereof	52.65 €
520 Fork lift truck two to four tonnes (with driver)	per ½ hour or part thereof	59.95 €
524 Fork lift truck four to eight tonnes (with driver)	per ½ hour or part thereof	115.50 €
521 Fork lift truck 12 tonnes (with driver)	per ½ hour or part thereof	208.95 €
529 Escort for explosives transport	Procedure	176.70 €
566 Sweeper and wet vacuum cleaning machine (with driver)	per ½ hour or part thereof	46.70 €
250 Administrative flat rate	Procedure	28.00 €

VII Disposal

	Units of account	EUR
536 Disposal of packaging material	Cubic metres	46.70 €
Minimum charge	Procedure	68.25 €
537 Destruction of special goods (under customs supervision)	kg	according to requirement
Minimum charge	Shipment	136.50 €
538 Destruction of shipments (under customs supervision)	kg	4.10 €
Minimum charge	Shipment	68.25 €
250 For the following services we charge an additional administrative flat rate	Procedure	28.00 €
547 Charge for container pickup and transport	Procedure	189.00 €
548 Cleaning of containers	Procedure	73.50 €

VIII Pharma Handling

	Units of account	EUR
118 Full Handling Pharma in addition to the charges of Full- or physical Handling	kg	0.026 €
417 Cold storage room (2 – 8°C) Minimum Charge	kg per 24 hours or part thereof Shipment per 24 hours or part thereof	0.16 € 37.00 €
419 Storage of temperature-sensitive shipment (15 – 25°C) Minimum Charge	kg per 24 hours or part thereof Shipment per 24 hours or part thereof	0.16 € 37.00 €
562 Batteries for refrigeration Container	Piece	2.63 €
577 Dry Ice	kg	2.78 €
525 Rental of thermo Dolly	Per 120 min or part thereof	90.00 €
Storage of activ Container	Container	on request
Temperature measurement (Monitoring)	Per ½ hour or part thereof	on request

VIII. General Terms and Conditions of Services by Flughafen Düsseldorf Cargo GmbH

§ 1 Validity

1. The undermentioned conditions apply to all of the services of Flughafen Düsseldorf Cargo GmbH (FDCG). These service conditions also apply to future business relationships. Divergent, opposing or supplementary business terms, including those of which FDCG is aware, are not considered part of the contract unless these terms have been explicitly agreed upon in writing.
2. In addition to these conditions of service, the "General Terms for the Storage of Air Freight in the Import Consolidation Warehouse of Flughafen Düsseldorf Cargo GmbH" and the "General Terms for the Storage of Air Freight in the Export Consolidation Warehouse of Flughafen Düsseldorf Cargo GmbH" are also valid.

§ 2 Entry into Contract

The services listed in this Directory of Freight Charges will be performed upon a corresponding request being submitted. An entry into contract takes place if FDCG, upon the express service request by the contract partner, accepts the order in writing or carries out the services. The contract partner is bound by its express services request unless this is revoked in writing in at the earliest before the services are carried out. A legal claim for the carrying out of the services only exists in the case of written confirmation by FDCG and is subject to the provisos of sufficient capacities and business grounds which do not stand in the way of such entry into contract.

§ 3 Service / Charges

1. The applicable services and charges are those shown in the valid Directory of Freight Charges at the time of acceptance of an order unless a separate agreement exists.
2. All prices shown in the Directory of Freight Charges are net charges excluding VAT. The applicable prescribed amount of VAT will be charged separately unless a tax exemption in accordance with the German VAT Tax Law (Umsatzsteuergesetz, UStG) is applicable.
3. FDCG is entitled to the reimbursement of all expenditures and outlays connected with the fulfilment of the services with which it is commissioned and also those considered necessary or expedient under the given circumstances. Services and/or deliveries not listed in this Directory of Freight Charges will be invoiced additionally.
4. For all services invoiced on the basis of hourly rates, the smallest billing unit is the half hour; the calculation is made for every ½ hour commenced.
5. Shipments with dimensions resulting in an average of more than 6000cm³/kg are charged by volume weight in accordance with the TACT Rules.
6. Insofar as equipment and vehicles with drivers are requested, only one person is included unless otherwise specified in the Directory of Freight Charges.
7. The offer of services is subject to changes without notice and is not binding. FDCG reserves the right to amend both the services and the charges – including changes due to amendments of the IATA-conditions and the TACT-Rules - with future effect at any time without prior notice.
8. In the case of merchandise movement within the DACC, pallets in varying sizes owned by FDCG will be used. These are not available for exchange purposes.

§ 4 Invoicing

1. The remuneration sums to be paid by the contract partner shall be due for payment upon the performance of the service, without deduction. Invoicing will be immediate, unless otherwise agreed upon by the contracting partners.
The charges are always payable in cash unless otherwise agreed upon by the contracting partners. Invoices are immediately payable without deduction.
The invoiced party will be in default of payment if the amount is not paid within 30 days of receipt, or, if there is any doubt about the date of receipt, within 30 days of the due date. The interest on delinquent accounts will be at least 8 percentage points above the applicable base lending rate. This does not exclude the enforcement of a claim for further damages.
2. A set-off against non-acknowledged claims or claims which have not been legally determined in a final manner is hereby excluded.
3. Members of the Armed Forces are not exempt from payment of service charges.

4. In the case of refusal of goods, or where the recipient cannot be determined, or where for other reasons a delivery is not possible, or in the case of delay in payment FDCG is entitled, at its own discretion, to transfer these goods to another location at cost and risk of the party originally commissioning the storage or the authorized recipient of the goods. If storage at another location appears to be not possible or not practicable, or if the goods are perishable or a lengthy storage significantly reduces the value of the goods or the cost of storage compares unreasonably with the value of the goods, FDCG is entitled to sell the goods by private contract or otherwise dispose of them. Insofar as the authorized recipient of the goods is known, FDCG will inform this recipient in a suitable manner before any such measure is taken. In the event of the sale of the goods FDCG is entitled to satisfy its claim in full from the proceeds. Sale of the goods does not release the recipient from the obligation to pay a possible deficit. Proceeds exceeding the amount owed will be paid to the recipient.
5. FDCG has a charge on all goods placed in its possession to the amount of all claims due to FDCG as a result of the storage including charges, fees, expenses or disbursements payable by the party commissioning the storage or the person on whose account the goods are stored. This lien also extends to substitute goods.

§ 5 **Liability**

1. In the event of destruction, loss, damage or delays of incoming or outgoing freight, FDCG is liable in accordance with the regulations of the Montreal Convention of 28.05.1999 on the Unification of Regulations on the Transport of International Air Freight, restricted to the amount of 19 Special Drawing Rights (SDR) per kilogram of the affected freight shipment. The monetary limitation of liability does not apply if in individual cases a declaration of value is not made and the payable freight surcharge has been paid. In this case FDCG will provide compensation for destruction, loss, damage or delay to the declared value of the freight.
The above-mentioned is valid only if the incident which caused the damage occurred during FDCG's custody.
2. FDCG will, however, not be liable if the destruction, loss, or damage to goods is a result of one or more of the following circumstances
 - a) The nature of the goods or defects within the goods themselves
 - b) Defective packaging of goods by persons other than FDCG
 - c) Act of war or other armed conflicts
 - d) Governmental intervention during the import, export or handling of goods
3. The aforementioned regulations do not apply if the place of departure and destination are in Germany. In this case the liability of FDCG will be in accordance with the conditions set out in § 475 Handelsgesetzbuch (Code of Commercial Law) and will always be restricted to an amount of 8.33 SDR per kilogram gross weight of the depreciated part of the shipment.
4. However, under no circumstances will the liability of FDCG exceed the liability of the airline involved.
5. Unless governed by the applicable agreement or the law, the following applies:
FDCG is liable without limitation in the case of intent or gross negligence. In the case of defects in performance, pre-contractual or ancillary contractual breaches of obligation culpably caused through simple negligence, FDCG's liability shall be excluded, unless fundamental obligations have been breached whose compliance is necessary for the attainment of the contract purpose, or which accrue from the justified recourse to special trust. In such cases FDCG's liability shall be limited to compensation for foreseeable damage and loss. Compensation for loss of profits including expenses is excluded. FDCG's liability for guarantees, default and impossibility shall remain unaffected hereby.

§ 6 **Miscellaneous**

1. The currently valid version of statutory and governmental provisions, particularly customs and tax laws, and the Airport User Regulations, which can be viewed at FDCG and Flughafen Düsseldorf GmbH, must be adhered to.
2. This agreement shall be governed exclusively by German law. Düsseldorf is hereby agreed upon as the place of performance for all of the performance, particularly the contract partner's payment obligations. Düsseldorf is hereby agreed upon as the legal venue; however, FDCG shall also remain entitled to sue the contract partner in the court of its registered office.
3. Should any provision of this agreement be or become ineffective and/or unfeasible, the contracting partners hereby undertake to replace this provision with a valid and feasible provision which financially corresponds as much as possible to the provision formerly agreed upon.
4. In the event of dispute, the German version of these contract provisions shall prevail over their English translation.

Flughafen Düsseldorf Cargo GmbH

**IX. General Terms and Conditions for the Storage of Air Freight in the
IMPORT CONSOLIDATION WAREHOUSE of Flughafen Düsseldorf Cargo GmbH**

§ 1
Validity

Flughafen Düsseldorf Cargo GmbH (FDCG) maintains in its freight centre an import consolidation warehouse for air freight arriving both from within Germany and from abroad. At the request of the air freight carrier, air freight flown into Düsseldorf will be stored there until it is collected by the recipient. The following terms and conditions are applicable to all services rendered by FDCG in connection with the storage of air freight in the import consolidation warehouse and are a supplement to the "General Terms and Conditions of Services by Flughafen Düsseldorf Cargo GmbH". These service conditions are also valid for future business relations. Divergent, opposing or supplementary business terms, including those of which FDCG is aware, are not considered part of the contract unless these terms have been explicitly agreed upon in writing.

§ 2
Operating Hours

The import consolidation warehouse is operative all year round, 24 hours a day. The check-out of stored goods subject to customs regulations and inspections will be restricted to the times at which customs and other authorities involved are available.

§ 3
Acceptance and Storage

1. The incoming air freight, after having been unloaded and delivered to FDCG's premises, will be accepted, registered and stored by FDCG. Externally recognizable damages, surplus or shortage will be recorded on the manifest by FDCG.
2. FDCG is entitled to refuse the acceptance of air freight goods until the proper submission of manifests and/or other required documentation has been made.
3. FDCG will not be responsible for informing the authorized recipient of the transfer of goods to storage.

§ 4
Deliveries by Surface Transport

1. Subject to the provisos of sufficient capacities and business grounds, air freight shipments delivered to Düsseldorf by road feeder service will be handled in the same way as freight originating from a flight. However, FDCG reserves the right to give priority treatment and storage capacities to freight arriving by aircraft.
In the event of an accumulation of consignments and other important business grounds, FDCG will be entitled to impose temporary delivery restrictions.
2. The unloading of trucks containing shipments loaded on ULDs in intermediate check-in positions will take place as soon as possible if the trucks making the delivery are roller bed trucks.
3. Air freight shipments delivered to Düsseldorf by road feeder service will be registered in order of arrival and goods will be handled and stored in the same order. Shipments that are not loaded on ULDs but rather loaded directly into the truck will be handled in the same way as the registration of ULDs and also checked-in in the same order.
4. Air freight ULD shipments delivered to Düsseldorf by road feeder service must be adequately protected against adverse weather conditions (by means of plastic sheeting etc.). FDCG will accept no liability for damages caused by exposure to damp and weather-related factors if the ULDs are not adequately protected or if the protective packaging is inadequate or damaged. FDCG has the right to refuse acceptance of such shipments.
5. FDCG will assume no obligation to place items in storage within specific time spans or before specific deadlines.

§ 5
Special Air Freight Shipments

1. FDCG will not be obliged to accept goods prohibited for transport by air or in cases where, according to the applicable statutory regulations, storage is not permitted.
2. Insofar as special storage rooms or areas are available for certain special shipments (animals, valuable goods, human remains, radioactive substances and refrigerated goods) these goods will be stored there.
3. The storage of air freight shipments in special storage rooms will be charged to the recipient, in addition to the standard storage charges, on a daily basis in accordance with the Directory of Freight Charges. Billing is by order of the airline for the account of FDCG.

§ 6
Freight Deliveries

1. Stored goods will only be delivered to the designated recipient or his representative or agent upon presentation of an FDCG delivery application form and the original air waybill issued by the air freight carrier. In the case of dutiable goods, delivery applications must be approved by the customs authorities. A separate application must be made for each shipment. Parties making collection who are not known to FDCG and whose delivery application form does not bear a company stamp must identify themselves by means of an official document.
2. Deliveries are free of charge to the loading ramp, street-side. In individual cases additional loading assistance can be requested and will be complied with subject to the provisos of sufficient capacities and business grounds and if a declaration of indemnity has been issued. These services will be charged according to the Directory of Freight Charges. The request for a loading assistance (special service) must be made at least 24 hours before the service is provided. In the absence of a declaration of indemnity the liability of FDCG is restricted to cases of intent or gross negligence.

§ 7
Handling and Storage Charges

1. In return for services rendered and for the upkeep of the import consolidation warehouse, FDCG levies handling charges on the basis of the Directory of Freight Charges. Invoices will be sent to the air freight carrier which delivered the goods or commissioned the delivery of the goods.
2. The handling charges will be based on the amount of freight to be stored. This will be determined by FDCG on the basis of the accompanying manifests.
3. The payment of handling charges will cover storage costs until midnight on the the day of arrival as well as the following 24 hours, the so-called free storage period. Air freight goods should be collected within this period of free storage.
4. After the expiry of the free storage period, the consignee must pay the storage charges based on the Directory of Freight Charges for each 100 kg or part thereof per day. The calculation of storage charges and the billing is by order of the delivering airline for the account of FDCG.
5. The maximum period of storage will be 30 days. If the party authorized to collect the stored goods has not done so within this period or made alternative arrangements with FDCG concerning an extension of the maximum storage period, §4.4. of the General Terms and Conditions of Services of FDCG will apply.
Should any government agency designate a shorter maximum period of storage, this will apply.

§ 8
Invoicing

1. The amount to be paid by the recipient shall be due for payment, without deduction, upon the receipt of the goods. The payment must always be made in cash. This does not apply if a special arrangement with FDCG has been agreed upon. In this case the mode of payment for storage is as per agreement. Invoices are payable upon receipt and without deduction. Default of payment occurs at the latest 30 days after the due date and storage of the goods.
2. FDCG is entitled to refuse the delivery of the goods to the recipient if these charges are not paid. This may incur further costs.
3. If stored freight shipments are not collected by the recipient or his representative or agent, FDCG reserves the right to invoice the air freight carrier who delivered the goods for all storage charges, as well as for all other charges incurred.

§ 9
Miscellaneous

1. The currently valid version of statutory and governmental provisions, particularly customs and tax laws, and the Airport User Regulations, which can be viewed at FDCG and Flughafen Düsseldorf GmbH, must be adhered to.
2. This agreement shall be governed exclusively by German law. Düsseldorf is hereby agreed upon as the place of performance for all of the performance, particularly the contract partner's payment obligations. Düsseldorf is hereby agreed upon as the legal venue; however, FDCG shall also remain entitled to sue the contract partner in the court of its registered office.
3. Should any provision of this agreement be or become ineffective and/or unfeasible, the contracting partners hereby undertake to replace this provision with a valid and feasible provision which financially corresponds as much as possible to the provision formerly agreed upon.
4. In the event of dispute, the German version of these contract provisions shall prevail over their English translation.

**X. General Terms and Conditions for the Storage of Air Freight in the
EXPORT CONSOLIDATION WAREHOUSE of Flughafen Düsseldorf Cargo GmbH**

**§ 1
Validity**

Flughafen Düsseldorf Cargo GmbH (FDCG) maintains in its freight centre a consolidation warehouse for outgoing air freight leaving Düsseldorf airport (export consolidation warehouse). The following terms and conditions are applicable to all services rendered by FDCG in connection with the storage of air freight in the export consolidation warehouse and are a supplement to the "General Terms and Conditions of Services by Flughafen Düsseldorf Cargo GmbH". These service conditions are also valid for future business relations. Divergent, opposing or supplementary business terms, including those of which FDCG is aware, are not considered part of the contract unless these terms have been explicitly agreed upon in writing.

**§ 2
Operating Hours**

The export consolidation warehouse is operative all year round, 24 hours a day. The handling of goods subject to customs regulations and inspections will be restricted to the times at which customs and other authorities involved are available.

**§ 3
Acceptance and Storage**

1. FDCG takes possession of incoming freight at the land-side loading ramp. In individual cases additional offload assistance can be requested and will be complied with subject to the provisos of sufficient capacities and business grounds and if a declaration of indemnity has been issued. These services will be charged according to the Directory of Freight Charges. In the absence of a declaration of indemnity the liability of FDCG is restricted to cases of intent or gross negligence.
2. FDCG will confirm receipt of accepted and stored air freight. Externally recognizable damages will be recorded on the receipt. Liability will be assumed only for the number of packages, not for the content of each package.
3. FDCG will be entitled to refuse to accept air freight until the proper shipping documents have been submitted.
4. Dangerous goods (radioactive, explosive, corrosive etc.) must be declared in accordance with the applicable statutory regulations and the International Air Transportation Association (IATA) Dangerous Goods Regulations. Declarations must be clearly marked on both the goods themselves and on the shipping documents. FDCG will be entitled to refuse to accept shipments for which there is no available storage capacity and/or facility. FDCG will always refuse to accept goods prohibited for transport by air.
5. The authorized party (deliverer / airline) is responsible for the adherence to the tax and customs laws.

**§ 4
Storage Times**

1. The storage of accepted air freight until the next possible time of departure will be free of warehouse charges up to a maximum of 2 days. The day of delivery will not be counted. The period of free storage will not apply for shipments withdrawn from transport.
2. After the expiry of the period of free goods storage, the deliverer of the goods must pay warehousing charges for each 100 kg or part thereof per day for the time stored according to the Directory of Freight Charges.
3. The maximum period of storage will be 30 days. If the party authorized to collect the stored goods has not done so within this period or made alternative arrangements with FDCG concerning an extension of the maximum storage period, §4.4. of the General Terms of Services of FDCG will apply:
Should any government agency designate a shorter maximum period of storage, this will apply.

**§ 5
Special Air Freight Shipments**

1. FDCG will not be obliged to accept goods prohibited for transport by air or in cases where, according to the applicable statutory regulations, storage is not permitted.
2. Insofar as special storage rooms or areas are available for certain special shipments (animals, valuable goods, human remains, radioactive substances and refrigerated goods) these goods will be stored there.
3. The storage of air freight shipments in special storage rooms will be charged to the freight forwarder / deliverer, in addition to the standard storage charges, on a daily basis in accordance with the Directory of Freight Charges.

§ 6

Handling and Outbound Movement of Air Freight

1. At the request of the authorized party, air freight accepted for storage and subsequent export will be made available for loading in either aircraft or trucks according to the requirements.
2. The palletizing of goods for the subsequent loading into trucks and/or the loading of these goods whether loose or on palletes will be subject to the freight handling charges specified in the valid Directory of Freight Charges.

§ 7

Invoicing

Except in cases where a special arrangement has been agreed upon, freight charges will be calculated on the basis of the Directory of Freight Charges valid at the time of acceptance by FDCG. Invoices are payable upon receipt and without deduction. Default of payment occurs at the latest 30 days after the due date and storage of the goods.

§ 8

Miscellaneous

1. The currently valid version of statutory and governmental provisions, particularly customs and tax laws, and the Airport User Regulations, which can be viewed at FDCG and Flughafen Düsseldorf GmbH, must be adhered to.
2. This agreement shall be governed exclusively by German law. Düsseldorf is hereby agreed upon as the place of performance for all of the performance, particularly the contract partner's payment obligations. Düsseldorf is hereby agreed upon as the legal venue; however, FDCG shall also remain entitled to sue the contract partner in the court of its registered office.
3. Should any provision of this agreement be or become ineffective and/or unfeasible, the contracting partners hereby undertake to replace this provision with a valid and feasible provision which financially corresponds as much as possible to the provision formerly agreed upon.
4. In the event of dispute, the German version of these contract provisions shall prevail over their English translation.

Flughafen Düsseldorf Cargo GmbH