



GENERAL TERMS AND CONDITIONS
of FCS Frankfurt Cargo Services GmbH (referred to below as “FCS”)
for freight handling services

Valid from: 02.01.2019

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Section I. General provisions

§ 1 Scope of application

These General Terms and Conditions apply to all operations carried out by FCS, in particular to the handling, transshipment and warehousing of air freight, as well as services that are provided as special services in addition to or outside of an existing handling contract. The applicability of mandatory law, in particular the Warsaw Convention and the Montreal Convention, to individual operations of FCS remains unaffected.

§ 2 Scope of services provided by FCS

1. FCS handles air freight shipments at Frankfurt am Main airport on behalf of airlines. Air freight for export is accepted by FCS at the ramp, stored temporarily, prepared physically and in terms of documentation for the flight, and handed over to apron transport or prepared for air freight replacement transport (e.g. transport by truck). The unloading of trucks for export freight is not part of FCS's service obligation, except for air freight replacement services on behalf of and at the expense of the airline. Air freight for import is divided up on a shipment basis after being taken over from ramp transport, stored temporarily, and delivered to the consignee at the ramp or transferred to the airlines for onward transport. Corresponding handling is provided for shipments that are transported by truck in air freight replacement transport. Details of these handling services can be found in Section II of these General Terms and Conditions.

2. In addition to export and import handling for airlines, FCS also offers other services (special services) that have to be ordered separately. Other services include, in particular, distribution and order picking operations, loading and unloading of trucks, unless they are deliveries on behalf of the airline in air transport replacement services or other consignees, warehousing and relocation of non-Community goods in bonded warehouses on behalf of freight forwarders and other parties involved in the logistics chain. Other services also include the acceptance, temporary storage and removal from storage of shipments that, contrary to an earlier provision, have to be reprocessed for various physical and/or documentation-related reasons. The other services offered by FCS are listed in detail in our **service specifications** and are **subject to a fee**. The service specifications are an integral part of this agreement and can be found on our website www.fcs.wfs.aero, under Service / Download. Details of these handling services can be found in Section III of these General Terms and Conditions.

3. If FCS performs one of the services listed in Point 2 above without being expressly commissioned to do so and acts in the interests of the responsible party who is responsible for performing this service, the relevant costs listed in the service specifications will also be invoiced.

4. FCS has the right to have any service for which it is responsible performed in whole or in part by third parties (subcontractors) or external personnel.

§ 3 Precedence of the FCS General Terms and Conditions

The customer's general terms and conditions will not apply, even if FCS does not expressly reject the applicability of such general terms and conditions.

§ 4 General terms of payment, handling and warehousing fees, fees for special services

1. Value added tax at the applicable statutory rate is payable in addition to all FCS charges.

2. All invoice amounts are due for payment immediately upon receipt of invoice without any deductions, and must in all cases be paid within 14 days of the invoice date. They are to be paid by direct debit, bank transfer or credit card. No cash discount will be granted for early payments made before the due date stated on the invoice.

3. Any objection to an invoice in full or in part must be made within 10 calendar days of receipt of the invoice. If only part of the invoice is objected to, the part not objected to will continue to apply and must be paid in accordance with these General Terms and Conditions.

4. In the event of late payment, the defaulting party will be liable for default interest in accordance with Section 288 of the German Civil Code (BGB) and a flat-rate fee of forty (40) euros for reminder costs. Both the default interest and the reminder costs will be due without further notice, without prejudice to any claims for other damages resulting directly from such default in payment. These include a customary right of retention by FCS, which is enforceable against all parties, and a customary contractual right of lien on all goods, valuables and documents in the possession of FCS to secure any debts.

5. A counterclaim may only be offset against a claim by FCS if it is a recognized or legally established claim. Any right of retention may only be exercised if the right of retention is based on a recognized or legally established claim arising from the same contractual relationship.

6. The handling and warehousing fees as well as the fees for special services are based on the provisions of the FCS service specifications in the version in force at the time of conclusion of the contract. The service specifications are an integral part of the FCS General Terms and Conditions.

§ 5 General principles

1. The declarations made to FCS in connection with orders and their implementation must be accurate, complete, and truthful. The



customer will therefore be liable to compensate FCS for any damage incurred by FCS as a result of the customer making culpably incorrect, incomplete, or untruthful declarations. Goods that require special handling due to their nature, in particular goods within the meaning of the ICAO Dangerous Goods Regulations, refrigerated cargo, human remains and perishable or fragile goods must be specified separately in the orders.

2. FCS is under no obligation to verify the authenticity of signatures on written orders, assignments, instructions, or other documents. This also applies to the relevant authority of the signatories or bearers.
3. FCS may at any time check or have checked whether the weight, type, nature or volume of the goods delivered corresponds to the information provided in the orders submitted. However, there is no obligation to do so. If the information proves to be incorrect, the relevant contractual partner will bear the costs of the check.
4. Especially in the case of freight to be delivered, processing times will depend on the relevant authorities, including the customs authorities.
5. FCS is not obliged to accept goods that are not permitted for air transport or warehousing in accordance with the applicable relevant legal regulations, unless special permission has been granted by the Federal Aviation Authority or the competent authority.

§ 6 Treatment of goods under customs law

1. Under customs law, goods temporarily held in the care of FCS are classed as either Community or non-Community goods.
2. In the case of import and transit shipments, the responsibility and liability of FCS towards the customer under customs law ends with the proper delivery to the collecting party. In the case of non-Community goods, this presupposes the permissible classification of the goods under customs law in accordance with Articles 48 and 49 Para. 1 b of the Customs Code. In this connection, the customer must comply with all customs regulations and oblige any collecting party to do the same.
3. If FCS is held liable by the customs authorities in the case of complete units, incorrect information in the flight manifest or so-called "Aliud" goods, in particular for the payment of customs duties, the customer must indemnify FCS against such claims and reimburse FCS for any payments made.
4. In the case of export shipments (ready for carriage), the relevant customer or the freight forwarder responsible for customs clearance bears sole responsibility under customs law.
5. In the case of intra-Community air transport, the airlines must comply with Articles 444 and 445 of the Customs Code Implementing Provisions (CCIP).

§ 7 Assignment/Novation

1. Neither Party may assign, novate or transfer its rights, benefits and/or obligations under these T&C to any third party without the prior written consent of the other Party
2. Notwithstanding the foregoing, the Client agrees that the FCS may, without the need for further consent or action from the Client, assign, novate or transfer all of its rights, benefits and/or obligations under these T&C to any SATS Affiliate.
3. Unless otherwise agreed by the Parties:
 - A) In the case of an assignment, the relevant SATS Affiliate shall assume all the rights and benefits of FCS under these T&C upon the effective date of such assignment; and
 - B) In the case of a novation or transfer, the relevant SATS Affiliate shall assume all the rights, benefits and obligations of FCS under these T&C as if it were the original party in place of FCS upon the effective date of such novation or transfer
- 4 FCS shall provide the Client with written notice of any such assignment, novation or transfer identifying the relevant SATS Affiliate and the effective date of such assignment, novation or transfer. Such notice shall be given no later than five (5) business days prior to the effective date of the assignment, novation or transfer. The Parties further agree to execute and deliver such documents and do all things as may be reasonably required to give effect to such assignment, novation or transfer.
- 5 For the purpose of this clause, "SATS Affiliate" means any entity directly or indirectly controlled by SATS Ltd., where "control" means the ownership (directly or indirectly) of more than 50% of the voting shares of that entity or the right to appoint a majority of the members of its board of directors or equivalent governing body.

Section II.

Acceptance, storage and transshipment of export and import shipments on behalf of airlines

§ 1 General rights and obligations

1. Airlines must provide FCS with their flight data, including all necessary information and instructions, as early and as promptly as possible. In the event of delays, airlines should, where possible, notify FCS in good time of their intention to use its services.
2. In the event of delayed flights, FCS reserves the right to give priority to flights that have been scheduled and arrive on time.
3. Goods which have not been collected by the consignee or an authorized recipient within 20 days, or whose acceptance has been refused or prevented, will be handled by FCS in accordance with customs regulations. All costs incurred as a result will be borne by the relevant airline.
4. Unless expressly agreed, FCS is not obliged to clear air freight through customs or to complete other customs formalities.

§ 2 Acceptance of air freight



1. Parties delivering freight must identify themselves by presenting their identity card or passport. In addition, all necessary freight documents, including the original air waybill, must be presented.
2. Goods are to be delivered free FCS ramp, or to the warehouse area when delivered to the truck gate.
3. If the airline requires special handling of goods, FCS must be notified in writing in good time prior to delivery. This will not apply to goods for which special handling is an obvious requirement.
4. If an airline requires additional manpower and/or operating resources for the acceptance or subsequent handling of freight shipments and if these are subsequently not required or not required in full, FCS reserves the right to charge the airline for the costs incurred as a result.
5. Upon acceptance of the delivered goods, FCS will only document defects that are externally visible.

§ 3 Release of air freight

1. Parties collecting freight must identify themselves by presenting their identity card or passport and, if the freight is being collected on behalf of a third party, by additionally presenting a power of attorney as an authorized person. The necessary freight documents must also be presented.
2. The freight will be released to the collecting party by FCS free at the ramp on behalf of and for the account of the airline. Furthermore, a release application approved by customs and the relevant airline or its authorized representative must be submitted, or the application must be approved in electronic form via the ATLAS customs system.
3. FCS is authorized by the airline to collect from the collecting party any fees payable by that party. If these fees are not paid, FCS will not release the goods. The freight shipment will be delivered to the collecting party against a receipt, which the collecting party must countersign.

§ 4 Liability

1. FCS will be liable for any injury to life, limb, or health for which it is responsible, and for any other damage or loss for which it or its executive employees are responsible due to intent or gross negligence. In the event of intent or gross negligence on the part of simple vicarious agents, as well as in the event of a negligent breach of a cardinal obligation that jeopardizes the purpose of the contract, FCS will be liable for compensation for typically foreseeable damage. Cardinal obligations are fundamental obligations that are decisive for the conclusion of the contract by the airline and on whose compliance the airline is entitled to rely. In all other cases FCS, its legal representatives or vicarious agents will not be liable for merely negligent breaches of obligations.
2. The airline will indemnify FCS and its legal representatives and vicarious agents against all third-party claims asserted in connection with the services provided by FCS to the airline and for which FCS is not liable to the airline in terms of their internal relationship.
3. Furthermore, in all cases FCS's liability for damage or loss incurred by third parties is limited to the amount that the airlines have to pay to the third party in accordance with the applicable legal provisions, in particular the Warsaw Convention, the Montreal Convention, and the IATA Conditions of Carriage.

Section III. Other services (special services)

§ 1 Other services

1. Freight transshipment, warehousing or other services typically associated with the freight forwarding industry that are no longer subject to an air transport contract with the airline are performed in accordance with the applicable provisions of the 2003 version of Germany's General Freight Forwarding Conditions (**ADSP**).
2. The scope of any other services (special services) performed will be documented by FCS in a work order.

§ 2 Liability

1. Liability for transshipment, warehousing or other services typically associated with the freight forwarding industry outside of air transport is governed by the relevant provisions of the ADSP in its 2003 version. In Clause 23 of the ADSP, these provisions limit the statutory liability for damage to goods in accordance with § 431 of the German Commercial Code (HGB) to EUR 5.00 per kg for damage occurring while the goods are in the care of the freight forwarder. For multimodal transport including sea transport, this is limited to 2 Special Drawing Rights per kg and, in addition, to EUR 1.0 or 2.0 million or 2 Special Drawing Rights per kg per claim or event, whichever is higher. In deviation from statutory provisions such as § 507 of the German Commercial Code, Art. 25 of the Montreal Convention, Art. 36 of the Convention on Contracts for the International Carriage of Goods by Rail, Art. 20, 21 of the Convention on Contracts for the International Carriage of Goods by Inland Waterway, Clause 27 of the ADSP does not extend the freight forwarder's liability or the attribution of fault to employees and other third parties in favour of the customer.
2. For services not covered by Clause 1, FCS will be liable for injury to life, limb or health for which it is responsible, and for other damage or loss for which it or its executive employees are responsible due to intent or gross negligence. In the event of intent or



gross negligence on the part of simple vicarious agents, as well as in the event of a negligent breach of a cardinal obligation that jeopardizes the purpose of the contract, FCS will be liable for compensation for typically foreseeable damage. Cardinal obligations are fundamental obligations that are decisive for the conclusion of the contract by the airline and on whose compliance the airline may rely.

3. If the customer is not a business entity but a natural person (consumer) who concludes the contract for a purpose that cannot be attributed to either a commercial or self-employed activity, FCS will be liable in accordance with Clause 2, Sentence 1. In addition, FCS will also be liable in cases of intent and gross negligence on the part of simple vicarious agents, as well as in cases of negligent breach of cardinal obligations, without limitation to typically foreseeable damage.

4. In all other cases, in the event of a negligent breach of obligations, liability on the part of FCS, its legal representatives, or vicarious agents is excluded.

5. The customer agrees to indemnify FCS, its legal representatives, and vicarious agents against all third-party claims asserted in connection with the services provided by FCS in relation to the customer and for which FCS is not liable to the customer in terms of their internal relationship.

Section IV. Legal compliance and data protection

§ 1 Legal compliance

1. In fulfilling its obligations under this contract, each party undertakes to ensure that its personnel, affiliates and third parties engaged by that party in connection with the activities under these General Terms and Conditions ("representatives") comply with all national or international laws and regulations that apply to the provision of the services under this contract ("applicable laws"), including such applicable laws relating to sanctions, export controls and fair competition, as well as antitrust, anti-money laundering, anti-bribery and anti-corruption laws.

2. The customer declares, warrants, and undertakes the following:

a) At the present time, neither the customer nor any of its representatives are subject to any restrictions under trade laws or regulations that apply to the provision of services under these General Terms and Conditions; nor are the customer and its representatives acting on behalf of any persons who are subject to the above restrictions ("restricted persons"). For the avoidance of doubt, the above trade laws or regulations include, in particular, UN Security Council resolutions, sanctions and export control laws, embargoes or restrictive measures imposed by the European Union, individual EU member states, the United Kingdom or Singapore, US export administration regulations, sanctions laws administered by the US Treasury Department's Office of Foreign Assets Control, and other applicable measures adopted by governmental authorities with jurisdiction relating to trade controls and sanctions (collectively the "trade laws");

b) For the duration of these General Terms and Conditions, the customer will not act on behalf of restricted persons, either personally or through any of its representatives.

c) The customer will not take any action that would or could reasonably lead to a violation of trade laws by FCS, including the use of FCS services for the benefit of a country that is sanctioned under trade laws, a restricted person, an aircraft that is (i) restricted or subject to trade laws, or (ii) has been identified by the Bureau of Industry and Security of the U.S. Department of Commerce as subject to restrictions under U.S. export control regulations ("restricted aircraft"), or cargo that has been or is to be imported or exported in violation of trade laws.

3. In the event that FCS concludes, at its reasonable discretion, that (i) the customer or one of its representatives is in breach of the provisions of this paragraph, (ii) the services to be provided could be for the benefit of a restricted aircraft, or (iii) the provision of services could lead to FCS violating laws that apply or its internal guidelines on compliance with trade laws, FCS reserves the right to suspend the services or terminate the contractual relationship existing between the parties. In this case, FCS will not owe the customer any compensation solely on the basis of the termination of the contract. This will not affect its claims for remuneration for services already rendered up to the effective date of termination, or statutory claims for rescission.

§ 2 Data protection

1. If personal data is processed by the parties, each party represents and warrants that it will comply with all obligations imposed on it by applicable data protection laws, including (a) the laws of the European Union or member states relating to personal data subject to EU data protection laws, and (b) all other applicable laws relating to personal data covered by other data protection laws. Each party confirms that it will be able to demonstrate such compliance upon request by the other party.

2. Each party undertakes: (i) to process personal data exclusively for the purposes necessary for the provision of the services and, more generally, when acting as a processor, to act only in accordance with the written instructions of the other party; (ii) to ensure the protection of personal data and the processing in accordance with the applicable regulations; (iii) to ensure an adequate level of security through appropriate technical and organizational measures, taking into account the risks of processing and the nature of the data concerned; (iv) to cooperate in fulfilling requests for the exercise of rights guaranteed by applicable data protection laws; (v) to report immediately and in writing any incidents relating to the processing and security of personal data processed on behalf of the other party; (vi) to provide all necessary cooperation to minimize the consequences of such incidents for the data subjects and to enable the other party to fulfill all its legal obligations; (vii) to allow the other party to conduct security audits if it considers this necessary, (viii) not to appoint a sub-processor without the prior written consent of the other party, (ix) not to transfer the processed personal data outside the European Union without establishing an alternative mechanism for the protection of personal data, (x) to



delete or return the personal data immediately upon request by the other party or upon expiry of the retention period in accordance with the applicable regulations.

Section V

Closing provisions

1. The invalidity of individual provisions will not render the remaining General Terms and Conditions invalid.
2. Additions and amendments to these General Terms and Conditions must be made in writing, unless they have been agreed with a representative of FCS with comprehensive power of representation, in particular a managing director, authorized signatory or a holder of general power of attorney.
3. If the other party to the contract is a business entity, a legal entity under public law or a public-law special fund, the sole place of jurisdiction and place of performance will be Frankfurt am Main.

Frankfurt, 10.12.2025