

1. IMPORT HANDLING

Nr.	Service	Unit	EUR
	Import physical handling	1 kilogram	0,16
32154	Import Handling for special shipments ¹	1 kilogram	20% add on
18113	Truck loading Import-ULDs via FCS Truck Dock (<i>FastLane</i>) ²	ULD	21,50
22481	Truck-loading loose freight	1 kilogram	0,075
	Minimum charge	Shipment/part	29,00
22482	Truck-loading palletized freight	1 kilogram	0,055
	Minimum charge	Shipment/part	29,00
26598	Break down of BUPs	1 kilogram	0,24
22004	Palletizing on euro-/one-way-pallets with transportation lock, including materials and one-way pallets	1 kilogram	0,20
	Palletizing on euro-/one-way-pallets with transportation lock, including lashing materials; one-way-pallets provided by customer	1 kilogram	0,14
	Minimum	AWB/part	59,00
11264	Breakdown of consolidated cargo to HAWB level (housemanifest provided prior to arrival)	1 kilogram	0,29
	Minimum charge	HAWB	18,00
11559	Prioritized handling ³	1 kilogram	0,28
		Minimum per shipment	89,00
11260	Atlas/FRA-OS-Fee ⁴	MAWB/Part	21,60
11262	Atlas/FRA-OS-Fee for deconsolidated shipments	HAWB/Part	21,60
11228	Arrangement for bank release/Booking of transfer shipment		
11176		Each	55,00
31559	Preparation of "GVDE"/"GDE"	AWB	59,00
11269	Incasso fee for charges-collect shipments	Shipment	85,00
28280	Fee for cash payment	Each	33,50
	Acceptance check for vehicles, helicopters, or on customer request	Each	90,00
27937	Änderung des Verfügungsberechtigten per Einzolvollmacht (bei Abtretung) ⁵	per shipment	47,00
28546	Deposition of a general letter of attorney for assignment to third party ⁶	per shipment	86,00

2. EXPORT ABFERTIGUNG

Nr.	Service	Unit	EUR
11231	Export physical handling	1 kilogram	0,16
32155	Export handling for special shipments ⁷	1 kilogram	20% add on
16347	Security Component (Regulated Agent Fee)	1 Export-Kilogram	0,029
11328	Volume and weight check on shipment-basis	1 kilogram	0,100
	Minimum per shipment	Sendung	30,50
25120	Provision of trolley jack for loading/unloading	Each 30 minutes or fraction thereof	11,00
11170	Tie-down of BUPs ⁸	Flat rate per pallet	14,50
14311	Security Check as per EU2015/1998 ⁹	Kilogram	0,175
		Minimum each shipment	98,50
33238	Security check Vehicle	Vehicle (flat rate)	250,00
	Security Check EDD - Explosive Detection Dog		on request
28547	Opening/closing after security check ¹⁰	Piece	91,00
	Breakdown/buildup of parcels for inspection is charged according to actual efforts on a time and material basis (staff, lift as per chapter 8).		
29007	Security check of onboard flight documents	Flight	8,75
	Acceptance check for vehicles, helicopters, or on customer request	Each	90,00
14988	Rebuilding of pallets/surcharge for buildup after LAT ¹¹	Pallet	210,00
	Build-up of pallet stacks ¹²		
14989	1-10 Pallets	Each	125,00
14990	> 11 Pallets	Each	225,00
14992	Attaching of net ¹²	Each 30 minutes or fraction thereof	55,50
15196	Attaching of double plastic ¹²	Pallet	21,00
31488	Manual input of booking data for export flight in case of missing FBL	Flight	58,00
11167	Full MAWB data capture, check or correction	MAWB	29,00
15036	HAWB-Data capture (AMS/ACE-entry), check or correction	HAWB	29,00
33241	Regulatory check fee (PLACI / EBR / ACAS requirements)	AWB	4,30
33242	Regulatory correction fee (PLACI / EBR / ACAS requirements)	AWB	26,50
25449	Allocation of AWB data or BUPs with Multimaster, from the 2nd AWB	MAWB	6,10

3. MATERIALS

Nr.	Service	Unit	EUR
11154	Plastic foil	1 Meter	3,10
11155 14262	Stretch foil	1 Meter	0,75
11157	Straps, 6m long	Each	28,50
31215	Straps, 9m long	Each	35,50
28293	Handling of airline-own straps	1 Strap	4,60
11160	Spreader boards	1 Meter	8,35
17945	Wooden beam 10x10x220 cm	Each	36,10
17996	Wooden beam 10x10x295 cm	Each	42,90
17997	Wooden beam 10x10x590 cm	Each	78,60
11163	Corner rope 5m	Each	10,50
11164	Tie-down rings large	Each	11,20
11165	Tie-down rings small	Each	5,20
13606	Absorbent material AVI-PER (size apporx. 180cm x 250cm)	Each	18,30
22184	Edge protection, max. 1100x50x50x3mm	Each	1,60
22283	Oneway pallet	Each	36,50
32312	Pallet-net PMC/PAG 88/96x125x118"	Each	215,00
32568	Pallet-net PGA/PGF 96x238,5x188"	Each	412,00
31710	Attaching of thermos cover (cover provided by customer)	Each	95,00

4. DANGEROUS GOODS HANDLING ¹³

Nr.	Service	Unit	EUR
4.1 Dangerous goods handling, consignment acceptable			
12989	DG-Check OK, DG Export Shipment with Shippers Declaration	Shipment	185,90
25399	DG-Check OK, DG Export Shipment without Shippers Declaration	Shipment	110,30
22484	Reception of prechecked export shipment from other departing stations (IATA checklist needs to be provided at delivery)	Shipment	76,00
25848	DG-handling import, shipment with Shippers Declaration	Shipment	117,60
25851	DG-handling import, shipment without Shippers Declaration	Shipment	63,00
13296	ADR paper	Shipment	59,30
4.2 Dangerous goods handling, consignment not acceptable			
12992	DG-Check NOT OK Export Shipment not acceptable (with Shippers Declaration)	Shipment	490,00
25763	DG-Check NOT OK Export Shipment not acceptable (without Shippers Declaration)	Shipment	260,00
25849	DG-handling Import, shipment not acceptable for onward carriage (with Shippers Declaration)	Shipment	189,00
25852	DG-handling Import, shipment not acceptable for onward carriage (without Shippers Declaration)	Shipment	94,00

33239 33243	Undeclared dangerous goods	Shipment	1.000,00
4.3 Fee per dangerous goods package (physical inspection)			
12994	Physical DG-Check of DG-Export Shipments (acceptable & non-acceptable shipments)	Piece	6,60
25850	Physical DG-Check of DG-Import Shipments (acceptable & non-acceptable shipments)	Piece	4,95
4.4 Other services for dangerous goods shipments			
11520	Hazard and handling labels	Each	5,25
25914	Reporting to authorities (dangerous goods accidents or incidents)	Each	205,00
28490	Color print of Shippers Declaration	Each	57,00
4.5 Storage of radioactive shipments on behalf of 3rd companies (only for secure shipments)			
25909	Dangerous goods check, with Shippers Declaration (shipment acceptable)	Shipment	390,00
25910	Dangerous goods check, without Shippers Declaration (shipment acceptable)	Shipment	220,00
28550	Dangeroug goods check (shipment not acceptable)	Shipment	490,00
25911	Additional charge per parcel	Each	11,90
25912	Storage of radioactive shipments ¹⁴ Minimum	Each 100kg or fraction thereof Shipment/24 hours	39,00 75,00
25913	Removal from storage of radioactive shipments Minimum Charge	Each 100kg or fraction thereof Shipment	42,00 240,00

5. HANDLING OF TEMPERATURE-CONTROLLED SHIPMENTS

Nr.	Service	Unit	EUR
26603	Document check/handling (import/export) according to GDP/IATA CEIV	Shipment	46,00
26604	Physical shipment check/handling (Import/Export) according to GDP/IATA CEIV	Each	3,75
33240	Pharma rejection	Shipment	92,00
32151	Preparation of temperature-controlled containers for buildup	Container	60,00
26605	Check and recharge of temperature-controlled containers (built-up containers)	Container	60,00
31560	Change of batteries for active containers ¹⁵	Container	130,00

6. CUSTOMS CLEARANCE EXPORT / IMPORT

Nr.	Service	Unit	EUR
14273	Issuing of T1/T2 for transport ¹⁶	T1/T2	149,00
11219	Surcharge for more than 5 positions	Position	5,60
31082	Issuing of T1/T2 for transport for shipments > 1 Mio € value of goods ¹⁷	Each	0,1% from value of goods
31489	Non-cleared T1/T2 at destination	T1/T2	105,00
11219	Surcharge for more than 5 positions	Position	5,90
31818	Messaging of ESumA data (E-Commerce shipments) Per line in one MAWB:		
	Up to 15.000 lines	per line	0,14
	15.001-25.000 lines	per line	0,13
	More than 25.001 lines	per line	0,12
	Minimum	per MAWB	58,00
11140	ESumA/ASumA-related work or preparation is charged according to time (Agent)	Each 30 minutes or fraction thereof	73,50
14250			
11241	Customs clearance for export shipments Mo 7:00 – Sa 22:00	Per AWB Position	46,50
	Customs clearance for export shipments Sa 22:00 – Mo 7:00[19]	Per AWB-Position	107,00
11217	Acceptance of transit document	T1/T2	99,80
11219	Surcharge for more than 5 positions	Position	5,90

7. STORAGE

Nr.	Service	Unit	EUR
7.1 Freight Storage ^{[19] [20]}			
11247	Storage of import cargo ²¹	Per 100kg/24 hours or fraction thereof	5,80
14550	Storage of import cargo after 90 hours from placing in storage Minimum per shipment or part (if deconsolidated)	Per 100kg/24 hours or fraction thereof	10,00
		Shipment/24 hours	21,00
11178	Storage of export cargo ²²	Per 100kg/24 hours or fraction thereof	5,80
	Storage of export cargo after 96 hours from receipt	Per 100kg/24 hours or fraction thereof	10,00
	Minimum per shipment or part	Shipment/24 hours	21,00
13770	Storage of dangerous goods Export/Import ²³	Per 100kg/24 hours or fraction thereof	8,30
25916	Minimum per shipment or part	shipment or part/24 hours or fraction thereof	21,00
11250	Storage of loose cargo in cool room at 2-8 degrees Celsius	each 250kg per shipment or part/24 hours or fraction thereof	33,20
14586			
23404	Storage of complete pallets/containers (except LD3 size) in cool room at 2-8 degrees Celsius	Up to 2 hours/unit	68,30
		Up to 4 hours/unit	134,50
		Up to 6 hours/unit	195,00
		6-24 hours/unit and each further 24 hours or fraction thereof/unit	261,00
23405	Storage of complete containers (LD3 size) in cool room at 2-8 degrees Celsius	Up to 2 hours/container	45,00
		Up to 4 hours/container	89,50
		Up to 6 hours/container	135,00
		6-24 hours/container and each further 24 hours or fraction thereof/container	173,00
11251	Storage in deep freezing room (on request, subject to availability)	According to actual expenses plus administration surcharge of 12%	
14587			
23896	Storage of loose cargo in special storage at 15-25 degrees Celsius	Per 250kg/shipment or part/24hrs or fraction thereof	27,50
23895			
26601	Storage of complete pallets/containers (except LD3 size) in special storage at 15-25 degrees Celsius	Up to 2 hours/unit	48,00
		Up to 4 hours/unit	95,60
		Up to 6 hours/unit	139,00
		6-24 hours/unit and each further 24 hours or fraction thereof/unit	189,00
26602	Storage of complete containers (LD3 size) in special storage at 15-25 degrees Celsius	Up to 2 hours/container	33,50
		Up to 4 hours/container	63,00
		Up to 6 hours/container	96,00
		6-24 hours/container and each further 24 hours or fraction thereof/container	127,00
11253	Storage of human remains	Each coffin/24 hours or fraction thereof	221,00
14589			
32988			
32990			
11252	Storage of VAL cargo in a strong room	According to actual expenses plus administration surcharge of 12%	
14588			
25853	Locker room for vulnerable cargo (VUN) - loose	Per 100kg/day/fraction thereof	10,00
25854			
11268	Re-storage/removal from storage of shipments ²⁴ Loose cargo Minimum	1 kilogram	0,13
		Minimum per shipment/part	98,50
		pallet/container	137,50
27095	Complete Units		

7.2 Storage of cargo equipment			
11150	Storage of empty containers with one LD2/LD3 size per space ²⁵	Space and day	9,80
11180	Storage of empty pallets	Pallet/day	3,50
11175	Handover / taking of empty ULDs on stock (airside/landside)	Unit ²⁶	17,50
32030	Handling of NON-IATA-Container (empty containers)	Unit	62,00

8. EQUIPMENT AND MANPOWER

Nr.	Service	Unit	EUR
17064 17107	Transfer transport (transfer to other warehouse/ customs etc.) ²⁷	Each transport	132,00
13769	Transfer to veterinary inspection	Each transport	188,00
17065 17108	Lift with driver (minimum 10 minutes)	Each 10 minutes or fraction thereof	22,50
11148 14258	Fork lift up to 15 metric tons lift capacity, with driver	Each 30 minutes or fraction thereof	208,00
18114	Crane operation	On time and material basis plus administration surcharge of 12% on the net amount	
25121	Provision of pick and pack area	Each 30 minutes or fraction thereof	57,50
11140 14250	Staff (Agent/Checker)	Each 30 minutes or fraction thereof	73,50
11256 14280	Loader	Each 30 minutes or fraction thereof	46,50
11129 16349	Supervision Warehouse (Ramp-Supervision/Shipment escorting on request)	Each 30 minutes or fraction thereof	91,50
32442	Camera investigation	Each 30 minutes or fraction thereof	95,00
15202	Escort Ramp Customs	Each 30 minutes or fraction thereof	91,50
22485 22486	Transport of cargo documents	Each transport	89,00
27938	Change of AWB or data correction	Each 30 minutes or fraction thereof	73,50
	Offload handling	1 Kilogram	0,16

9. OTHER SERVICES

Nr.	Service	Unit	EUR
11274	Printing of labels	1 piece	2,00
11553	Document compartment	Month	17,00
11272	Photo documentation	Each	36,00
11259	Damage assessment Export / Import	Each	49,60
31819	Dangerous goods box for euro pallets	Unit	199,00
31820	Thermo box (Styrofoam covering 120x80x110cm)	Unit	210,00
31504 33184	Packaging/New packaging/Repackaging	On time and material basis plus administration surcharge of 12% on the net amount	
31822	Re-icing with Dry Ice	1 kilogram	4,95
11245	Provision of copies or duplicates (POD, Print out eAWBs, Slot booking)	Each	27,50
17032	Scope- acces (Subject to availability. A one-time installation fee of EUR 200 is charged.)	Month	145,00

Costs incurred by FCS Frankfurt Cargo Services GmbH for third-party services will be charged at a net price plus an administrative surcharge of 12%. All prices are exclusive of statutory value added tax. The General Terms and Conditions of FCS Frankfurt Cargo Services apply and can be found on the website at <https://fcs.wfs.aero/downloads-und-informationen/>. Die. The current version of the service specifications is available on the website <https://fcs.wfs.aero/downloads-und-informationen/>

- [1] [7] Handling of express products, shipments with delivery after LAT (latest acceptance time), prioritized handling, HEG, frozen fish, vaccines, loose hand loading, i.e., average weight per package on the entire flight less than 10
- [2] For deliveries via the neutral freight transfer point NFÜP, please contact sales-marketing-fcs@wfs.aero.
- [3] The storage fee exemption for express freight is 12 hours from the time of confirmation of the goods.
- [4] Atlas-fees are charged on customs goods and EU-goods.
- [5] The consignee can assign all costs for Atlas fee, storage charges and truck loading to an assigned company. The assignment can either be done by a general letter of attorney, deposited at FCS, or by a single letter of attorney provided case by case. For deposition or change of a general letter of attorney we charge once per letter of attorney to the newly assigned company (#28546). For assignment by single letter of attorney we charge per shipment (#27937) to the newly assigned company. Each further assignment to a third party by single letter of attorney (change of the invoice recipient) is charged again. The assignment fee, like the other above-mentioned costs for import services, is charged to the collector. This also applies to collectors who only stamp the delivery request and are not authorized representatives, thereby triggering a further (invoice) change.

- [6] A general power of attorney can only be requested Monday through Friday, and no later than 24 hours before the shipment arrives. In the event of late submission, an additional transfer may be charged via individual power of attorney.

- [7] see [1]
- [8] plus materials; service is only provided for units via FCS FastLane
- [9] The following applies to X-ray checks: Maximum size per package: 1.79 m (W) x 1.70 m (H) with a maximum weight of 5,000 kg or 750 kg/sqm. For shipments that cannot be screened by X-ray, security checks are carried out by
- [10] The price does not include repackaging for previously damaged or inadequately packaged freight items. For box packaging, the price per freight item contained applies. Repackaging after inspection will be billed to the same invoice recipient as the security check.
- [11] Plus materials. In the event of a subsequent work order (i.e., less than 8 hours before flight completion) for the assembly of pallets/containers, the service will be charged to the airline as a surcharge.
- [12] Plus Materials
- [13] Dangerous goods checks for acceptable export shipments will be charged to the exporting airline. Dangerous goods services for unacceptable export shipments will be charged to the agent. Dangerous goods services for
- [14] Storage of radioactive shipments is subject to storage fees immediately. Billing is based on chargeable weight. Acceptance/storage will only take place if all shipment-related documents are available at the time of storage. An
- [15] Plus Dry Ice
- [16] T1 creation only on behalf of FCS airline customers. T1/T2 up to a maximum of 99 positions per document. Additional T1/T2 is subject to a fee.
- [17] Only upon request. Please send requests in writing to import-supervisor@wfs.aero at least 24 hours prior to delivery. For foreign currencies, conversion is based on the exchange rate published at http://www.zoll.de/SiteGlobals/Forms/KursSuche/KurseSuche_Formular_Initial.html?nn=298534.
- [18] For domestic deliveries and departures from FRA, the forwarding agent will be billed according to the AWB. For deliveries from abroad and/or deliveries by the airline via RFS, the airline will be billed.
- [19] Cargo stored in special rooms is immediately subject to storage fees.
- [20] The chargeable weight (volume weight) is decisive for calculating storage fees.[20] Storage fees are calculated based on chargeable weight (volume weight).
- [21] The free storage period for general cargo is 18 hours from the time of acceptance at the warehouse. This rule does not apply to special areas and express freight. For partial deliveries, the storage fee is calculated per part. When consolidated shipments are split by FCS, the free storage period is extended by 12 hours. Customs goods that have not been cleared through customs must be transferred to a type C customs warehouse after 90 days. The following applies to local import shipments (destination according to AWB=FRA): The storage fee is charged to the company that confirms acceptance on the delivery request (even in the case of assignment).

- [22] The free storage period for general cargo is 24 hours. Special rooms are excluded. For partial deliveries, storage fees are calculated per part. FCS reserves the right to accept export shipments from 24 hours before the booked departure.
- [23] The free storage period for import dangerous goods shipments is 12 hours. Storage of export dangerous goods shipments is subject to storage fees immediately. Storage of radioactive shipments in accordance with Chapter 4.5. If dangerous goods are stored in a cold storage room, cold storage fees will be charged.
- [24] For export shipments, the stored freight is immediately subject to storage fees.
- [25] For larger units, the number of LD3 storage spaces actually occupied is calculated in each case.
- [26] One unit corresponds to one container or one pallet stack. If pallets are checked and/or picked individually according to the customer's specifications, acceptance or removal is calculated per pallet.
- [27] If a breakdown according to HAWB is required for customs inspection, the breakdown will be billed according to the amount of work involved.

GENERAL TERMS AND CONDITIONS of FCS Frankfurt Cargo Services GmbH (referred to below as "FCS") for freight handling services Valid from: 02.01.2019 Updated on: 01.10.2025 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 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. 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. 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. 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 Value added tax at the applicable statutory rate is payable in addition to all FCS charges.

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.

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.

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.

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.

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

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.

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.

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.

Especially in the case of freight to be delivered, processing times will depend on the relevant authorities, including the customs authorities.

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

Under customs law, goods temporarily held in the care of FCS are classed as either Community or non-Community goods.

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.

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.

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.

In the case of intra-Community air transport, the airlines must comply with Articles 444 and 445 of the Customs Code Implementing Provisions (CCIP).

Section II.

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

§ 1 General rights and obligations

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.

In the event of delayed flights, FCS reserves the right to give priority to flights that have been scheduled and arrive on time.

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.

Unless expressly agreed, FCS is not obliged to clear air freight through customs or to complete other customs formalities.

§ 2 Acceptance of air freight

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.

Goods are to be delivered free FCS ramp, or to the warehouse area when delivered to the truck gate.

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.

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.

Upon acceptance of the delivered goods, FCS will only document defects that are externally visible.

§ 3 Release of air freight

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.

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.

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

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.

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.

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

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).

The scope of any other services (special services) performed will be documented by FCS in a work order.

§ 2 Liability

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.

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.

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.

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.

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

The invalidity of individual provisions will not render the remaining General Terms and Conditions invalid.

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.

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.