

Arcus OBC - General Terms and Conditions of Business

As at: 1st March 2016

Section 1 - Services provided by Arcus OBC GmbH

Arcus OBC GmbH (hereinafter referred to as "ARCUS") offers services as an on-board courier (hereinafter referred to as "OBC"). This refers to the carrying of documents and goods (hereinafter referred to as "Shipment") as passenger baggage on regular scheduled flights. The ARCUS OBC courier takes delivery of the goods or documents and carries these as his/her own passenger baggage on a scheduled flight agreed between ARCUS and the Customer in advance to the destination.

Unless otherwise agreed between ARCUS and the Customer, the service provided by ARCUS ranges from picking up the Shipment from the consignor, transporting it to the departure airport and delivering it to the consignee after the flight has landed (door-to-door service).

The service provided by ARCUS shall include, only insofar as such has been separately agreed, any necessary customs clearance associated with the transport.

Section 2 - Legal basis

The transportation service shall be performed on the basis of and in line with the respective national and international agreements, laws, and terms and conditions, which apply for air transportation, terms and conditions of transportation for the courier as a passenger and passenger baggage, for the respective, specifically agreed transport, including but not limited to: the IATA guidelines/regulations of the respective airline with regard to passenger baggage, the airline's terms and conditions of transportation, the Hague Protocol, the Warsaw Convention and the Montreal Convention. The order placed and these Terms and Conditions of Business shall form the basis for the contractual Agreement between the Parties.

Section 3 - Duties and obligations of ARCUS

ARCUS shall organise the transportation of the Shipment and the conveyance of said Shipment by the OBC. The duties on the part of ARCUS shall be limited to the contractually agreed pick-up of the goods, conveyance of said goods by the OBC on the specifically agreed scheduled flight and the hand-over of said goods at the destination airport, or their quickest possible delivery at the final destination, depending on the Agreement. ARCUS warrants that the service as described above is duly performed, not, however, that the goods will arrive at the final destination at a certain time. All and any offers made by ARCUS shall be non-binding. ARCUS shall book the airline ticket for the OBC immediately upon acceptance of the offer by the Customer. The Agreement shall be concluded where the ticket is still available and the ticket price has not substantially increased from the time at which the offer was made. If the costs are substantially higher, ARCUS shall submit a revised offer.

ARCUS shall be obliged to do all in its power to ensure this performance. ARCUS shall, however, not offer any guarantee for the timely departure of the scheduled flight, or that it will depart at all. Where no specific scheduled flight has been agreed between ARCUS and the Customer, the quickest available scheduled flight shall be chosen, irrespective of the costs, in case of doubt. With regard to the pick-up of the goods, ARCUS shall be obliged to adhere to the agreed pick-up time and to ensure that the OBC catches the flight on time. ARCUS shall, however, not be liable if the OBC misses the flight or fails to catch the flight on time due to force majeure or too tight deadlines set by the Customer. ARCUS shall schedule the pick-up of the Shipment in such a manner that still leaves enough time for the OBC to catch the agreed flight even if circumstances arise that are unusual, yet occur regularly (normal traffic jams, security check queues). Where the Customer requires the OBC to catch the flight at all events even in exceptional situations (where the motorway is blocked for hours, or parts of the airport are closed off), this must be specifically agreed. This shall require a longer period of preparation, which can be scheduled by ARCUS at any time at the Customer's request. Where the Customer is only able to or only wishes to hand over the Shipment at a time later than the pick-up time scheduled by ARCUS, this shall be at the Customer's own risk, and the Customer shall bear all costs and consequences that arise from the failure of the OBC to catch the flight on time.

In such cases, or if the flight is cancelled, or in the event of any other disruption, ARCUS shall arrange the next possible alternative flight in consultation with the Customer.

Where ARCUS is responsible for the disruption, it shall bear any and all additional costs that may be incurred; where the Customer is responsible for the disruption, or if said disruption is due to force majeure or caused by a third party (airline), the Customer shall bear any and all additional costs that may be incurred.

ARCUS shall not be obliged to check that the accompanying documents for the Shipment (bill of lading, customs declaration, etc.) are accurate or complete.

Section 4 - Required properties and condition of the Shipment and Shipments excluded from transportation

The Shipment must comply with the following specifications:

- a. Maximum weight: 32 kg - excess weight upon request and separate agreement.
- b. Maximum dimensions: The dimensions (length + width + height) of each package must not exceed 158 cm, larger dimensions are possible upon request and separate agreement.
- c. Maximum number of packages: 1, additional packages are possible upon separate agreement.
- d. The Shipment must comply with the restrictions of the General Terms and Conditions of Transportation and the General Terms and Conditions of Business of the agreed airline, or the transportation of said Shipment must not be in conflict with IATA regulations or statutory or other legal requirements, in particular safety regulations or hazardous goods regulations. The transportation of the Shipment on board an aircraft must not be subject to other restrictions, which would not permit such to be carried as passenger baggage.
- e. The Shipment shall be excluded from transportation if the transportation of such on board an aircraft is forbidden or restricted or if the import/export of said Shipment is subject to an import/export ban or restriction, or if said Shipment is in breach of embargos or restrictions, customs regulations or restrictions, regulations on cash imports or treaties on the protection of endangered species, i.e. are particularly unsuitable for transport, whereby the list is not conclusive: Money, food, perishable goods, gold, precious metals, precious stones, animals, plants, tobacco, hazardous goods, guns, ammunition, trophies of animal species or products of such.

ARCUS shall be entitled, but not obliged, to open the Shipment and check it with regard to compliance with the aforementioned requirements. The Customer shall expressly authorise ARCUS to carry out any and all checks on the goods with regard to compliance with the requirements.

ARCUS shall be entitled to refuse to transport a Shipment if such does not meet the aforementioned requirements. In case of doubt, ARCUS shall endeavour, in consultation with the airline, to have transportation approved; however, should the latter refuse to transport the goods, ARCUS shall not be liable for the consequences of any failure to transport said goods, irrespective of whether or not refusal was just or unjust, except in cases where ARCUS or its employees are responsible for the negative or incorrect decision. Any costs incurred until such time shall be borne by the Customer, except in cases where ARCUS is responsible for such.

Section 5 - Duties and obligations of the Customer

The Customer shall be obliged to

- provide ARCUS with all information that is important for transportation purposes as soon as possible.
- package the Shipment in such a way that it cannot be damaged during transport.
- label the Shipment and to prepare and provide all papers necessary for transportation and for customs clearance and to hand these over in good time.
- make the Shipment available at an early enough stage so that the OBC is able to catch the agreed flight without being pressed for time.
- ensure that the transportation of the Shipment as passenger baggage is not in breach of any statutory regulations or terms and conditions of transportation.
- ensure that the transportation of the Shipment is not in breach of any customs regulations or other provisions of public law.
- ensure that the Shipment is received according to Agreement.

- declare the value of the Shipment separately, where the threshold values per kilogramme as set forth in Section 8 are exceeded.

Where the Customer is in breach of any of the aforementioned duties and obligations, he/she shall bear any and all additional costs resulting from this.

Section 6 - Hindrances to pick-up or delivery

ARCUS shall not be liable for any consequences should the hand-over of the Shipment by the consignor or its delivery to the consignee be delayed or rendered impossible, except in cases where ARCUS is responsible for such.

In the event of any hindrances (e.g. if, upon pick-up, the Shipment or the consignor - or, upon delivery, the consignee - cannot be located), ARCUS shall inform the Customer of this without delay and await instructions.

ARCUS shall, however, be entitled, in order to prevent delays, to take all and any reasonable action necessary to render the service in accordance with the Agreement. The Customer shall bear any additional costs arising from this.

Section 7 - Customs handling

The Customer shall be responsible for customs clearance with regard to the import and export of the Shipment to or from the foreign country subject to customs tariff collection; as a rule, he/she shall assign this task to a customs agent.

The Customer shall be obliged to provide ARCUS and the OBC with the complete documentation required by customs agents for customs clearance.

Where separately agreed that ARCUS or the OBC shall handle customs clearance, these shall be authorised to clear the goods on behalf of and with the authorisation of the Customer and for the Customer's account.

ARCUS shall only be responsible for ensuring that customs clearance is performed duly and correctly, not, however, that the Shipment is in compliance with customs requirements.

Section 8 - Force majeure

Where transport is delayed or rendered impossible due to force majeure, ARCUS shall not be held liable for this.

In consultation with the Customer, ARCUS shall endeavour to find the best possible solution for the Customer.

The Customer shall bear any additional costs arising from this. If it is not possible to operate the flight, the Customer shall bear any and all costs incurred until such time as the order is cancelled.

Force majeure shall include all determining factors that compromise or render impossible the agreed transportation and upon which ARCUS does/did not have any influence, provided that ARCUS was not responsible for the damage, including, but not limited to:

bad weather, delay or cancellation of flight due to technical failures, strikes, war, civil war, civil unrest, warlike events, religious or political acts of violence or acts of terrorism of any kind whatsoever, airport lockdowns or blocking of flight routes, non-issue of permits or landing rights, seizure or confiscation of the Shipment by government authorities, and import or customs clearance delays for which ARCUS is not responsible.

Section 9 - Remuneration, due date

The amount of remuneration payable to ARCUS shall be strictly agreed prior to transportation. In case of doubt, the customary amount of remuneration shall be deemed to have been agreed. In addition to the remuneration, the Customer shall bear all and any third-party expenses, customs duties, taxes and fees relating to the transportation.

In the event that any unexpected costs are incurred where the amount of remuneration has been agreed, such costs must be reimbursed additionally, except in such cases where ARCUS is responsible for the incurrence of said costs.

Where additional costs are incurred due to unexpected circumstances (for example, where it is necessary to change flights), such costs shall be deemed to have been approved if such do not increase the costs of transportation by more than 25%. The Customer shall bear the additional costs.

In case of doubt, additional costs shall be deemed to have been approved if a substantial delay in delivery would otherwise result.

The remuneration shall be strictly due and payable prior to transportation. Any other due date shall only be valid if such has been agreed in writing. Where payment by invoice has been agreed, term of payment shall be seven days after receipt of invoice. Where payment has not been made by the due date, the Customer shall automatically be in default of payment without a reminder being issued.

ARCUS may discontinue transportation at any time and refuse to hand over the Shipment if the Customer is in default of payment.

Section 10 - Liability

Liability on the part of ARCUS for any damage, destruction, loss or delay in delivery of the Shipment shall be determined exclusively by the regulations of the Montreal Convention (MC) and/or the Warsaw Convention (WC) and/or the Hague Protocol, irrespective of whether or not, depending on the wording of the regulations, such should apply for the specific transport. The regulations shall also apply in particular for the on-carriage, i.e. transportation from the place of consignment to the airport and from the airport to the consignee. The amount of liability on the part of ARCUS shall be limited to 19 SDR per KG for liability under the terms of the MC, or to €27.35 per KG for liability under the terms of the WC, or the respectively valid rates if such terms should change. ARCUS shall not be liable in particular for any financial losses, profit setbacks or damages due to delay suffered by the Customer or the consignee.

The Shipment shall be insured per KG in the amount of the aforementioned rates. If the Shipment is of greater value, the Customer must declare this separately prior to placing the order. If the Customer requires supplementary insurance, he/she must pay for this him-/herself or a separate written Agreement must be reached to this effect; the Customer shall then bear the costs of the insurance coverage.

ARCUS shall not be liable if damage can be attributed to the fact that the Customer has breached one of his/her duties and obligations under Section 5, or the goods do not possess the properties or conditions under Section 4, or obstacles have arisen as per Section 6 for which ARCUS was not responsible, or if the damage can be attributed to the special character of the transported Shipment at no fault of ARCUS, or if delays have occurred on grounds of force majeure as per Section 8.

Section 11 - Place of jurisdiction, applicable law

German law shall apply for all and any claims arising from this Agreement. Frankfurt shall be agreed as the place of jurisdiction, provided the Customer is a registered trader.