

General terms and conditions of cargo sales

Version dated July 2023 (which replaces the Blocked Space Agreements – General Terms and Conditions)

1. Operation of flights

- 1.1. Cargo necessitating special handling (e.g. dangerous goods, bulky respectively oversized cargo) requires prior written approval from Air Cargo Green Capabilities through the corresponding area management.
- 1.2. Air Cargo Green Capabilities shall be responsible for the operation of the flights and will provide the aircraft and crews. The flights will be performed in accordance with Air Cargo Green Capabilities's standard procedures and usual practices.
- 1.3. Air Cargo Green Capabilities has the right at any time:
 - a) to delay the departure of the aircraft, to change the equipment or to cancel the flight due to force majeure, weather conditions or technical reasons;
 - b) to swap the type of aircraft or decrease the authorised payload whenever unfavourable conditions so require;
 - c) to divert the aircraft or interrupt a flight for safety and/or security reasons;
 - d) to refuse carriage of (i) cargo that is improperly packaged or pallets that are improperly built up or (ii) cargo of such nature or having such defects or qualities and characteristics as to indicate that carriage could not be furnished without loss or damage to the cargo and/or aircraft.

Air Cargo Green Capabilities shall not incur any liability or obligation arising from any of the events described in this Article 1.3. Air Cargo Green Capabilities shall always inform the Customer in writing within 2 hours of Air Cargo Green Capabilities being aware of the circumstances of the event and each Party shall bear its own costs.

- 1.4. Cancellation of a flight for reasons other than those provided under Article 1.3, shall be subject to mutual consent of the Parties.

- 1.5. The routing(s) is subject to the corresponding traffic rights being granted to Air Cargo Green Capabilities. In case such rights are not granted for a specific routing or are revoked or terminated, the rights and obligations of the Parties in regards to the affected routing shall either (i) be suspended until the corresponding traffic rights are granted, or (ii) automatically terminated if the corresponding traffic rights are not granted within three (3) months of the date of the related sales agreement, including but not limited to, soft blocked space agreement, hard blocked space agreement or capacity agreement (hereafter, the "Agreement") or loss of such rights.
- 1.6. Air Cargo Green Capabilities shall not incur any liability or obligation as a result of any loss of opportunity, any loss of anticipated savings or lost profits, any loss of production, any loss of business, loss of revenues, harm to business or business reputation or any indirect, incidental, collateral, special, punitive or consequential loss whether or not foreseeable, and whether arising in contract, tort (including active, passive or imputed negligence), strict liability or otherwise.
- 1.7. Air Cargo Green Capabilities reserves the right to modify the flight schedule, in which case the Customer shall be informed as soon as practicable.
- 1.8. Unless otherwise specified in the Agreement, the rates specified in the Agreement include ramp positioning, de-positioning, loading and unloading of the aircraft, but they do not include – and the following list is not exhaustive – preparation and packaging of cargo, cool storage, re forwarding services, warehousing at destination, customs fees, duties and taxes.
- 1.9. Unless otherwise specified in the Agreement, the rates specified in the table in the Agreement are valid for general, normal palletizable and stackable cargo.
- 1.10. Air Cargo Green Capabilities reserves the right to adjust any rate and/or charge additional fee if fuel price, currency turmoil factor or any other eventual charges fluctuate significantly. The rates are subject to the Security Surcharge, and the Air Cargo Green Capabilities F.P.I. (fuel price index) as published on Air Cargo Green Capabilities's internet site (aircgc.com) and updated from time to time. The Air Cargo Green Capabilities F.P.I and the Security Surcharge are charged in addition to the applicable rates.

2. Delivery & acceptance of cargo

- 2.1. Pallets, nets and straps shall be supplied by Air Cargo Green Capabilities.
- 2.2. In case of cargo offloading needs, due to operational reasons, procedures shall be followed according to the priorities below:
 - 2.2.1. freight in excess to the respective contracted allotment of the co-loaders;
 - 2.2.2. if possible equal amounts from all co-loading party(ies).
- 2.3. However, the Air Cargo Green Capabilities operations representative, will decide on the easiest possibilities to offload pallets, in order to avoid possible delays.
- 2.4. The accuracy of pallet weighing is of utmost importance. Therefore pallet weighing shall be performed on a calibrated scale. A so called "pallet acceptance report" containing the final actual weight(s) shall be filled out and duly signed by Customer.

3. Rate

- 3.1. The rate to be paid by the Customer to Air Cargo Green Capabilities for services provided is specified in the Agreement.
- 3.2. Air Cargo Green Capabilities may, upon the Customer's consent, buy back capacity from the blocked space.
- 3.3. The Customer may, subject to Air Cargo Green Capabilities's approval and capacity availability, buy additional capacity from Air Cargo Green Capabilities at the terms and conditions specified in the Agreement.

4. Governing law & jurisdiction

The Agreement shall be interpreted in accordance with Laws of Luxembourg, without reference to conflicts of law rules. Any dispute arising out from the interpretation, performance or consequences of the Agreement shall be submitted to the exclusive jurisdiction of the Luxembourg City Courts.

5. Compliance

- 5.1. The Parties shall perform their obligations in connection with the Agreement by complying with all applicable national and international regulations, including, without limitation, all applicable conflict of interest, export controls, anti-corruption and anti-bribery legislation in the Customer's country of incorporation, in Luxembourg, the EU, USA, the UK and of any further country having jurisdiction over the aircraft and/or the cargo or operations hereunder. In particular, the Customer or any of its officers, directors, employees, contractors or any of its stockholders, principals, owners or any other person working for, on behalf of or in the interest of the Customer including but not limited to sub-contractors (the "Affiliated Persons") shall not offer, pay, give or loan or promise to pay, give, or loan, directly or indirectly, money or any other thing of value to or for the benefit of any customer, government official or government entity to award Air Cargo Green Capabilities or its' Affiliated Persons any advantage.
- 5.2. Until acceptance by Air Cargo Green Capabilities of the cargo to be transported under the Agreement upon arrival at the airport facilities, the Customer warrants that such cargo shall not contain any contraband or materials, products, or other substances that importation/exportation, possession, transportation or distribution of which would constitute a violation of any law of the Customer's country of incorporation, Luxembourg and of any further country having jurisdiction over the aircraft and/or the cargo or operations hereunder. The Customer agrees to indemnify and hold Air Cargo Green Capabilities harmless from all costs, expenses, fees (including attorney's fees), losses, liabilities and damages incurred by Air Cargo Green Capabilities as a result of any breach of the foregoing warranty.
- 5.3. The Customer shall at all times respect all applicable national and international laws and regulations in regards of export controls, and shall verify that all shipments it sends or transports on the Air Cargo Green Capabilities network (whether by way of Air Cargo Green Capabilities air waybill or any other air waybill) comply with all applicable national and international laws and regulations in regards of export controls and will be solely liable for obtaining any licenses or approvals required by the U.N., the EU, the U.S. Government or any other competent authority prior to shipment. In particular, the Customer shall not export, re-export, or transfer through the Air Cargo Green

Capabilities network any goods or shipments of US origin to Syria, Sudan, Cuba, Iran or North Korea. The Customer shall also make sure that no shipment is consigned to any person or entities listed on the EU Consolidated List, on the United States' Consolidated Lists, including but not limited to OFAC's Specially Designated Nationals List, or any other list of debarred parties issued by national or international authorities. Air Cargo Green Capabilities reserves the right to reject any shipments at its sole discretion.

6. Confidentiality

The Parties agree to maintain in absolute confidence any information disclosed to the other pursuant to the provisions of the Agreement by whatever means, including orally or in writing, and in whatever support, including documents, mail, electronic messages and internal memos, before or after the date of the Agreement, whether or not such information has been marked as confidential or somehow identified as such, and agree not to divulge such information to any third party without the prior written consent of the other Party for an unlimited period following expiry or termination hereof.

7. Notices

Notices in conjunction with the Agreement shall be given in writing or by means of fax or letter to (or to such other address as the Parties may specify from time to time):

To the Customer: As defined in the Agreement

**To Air Cargo Green Capabilities: 17, Boulevard Grande-Duchesse
Charlotte, L-1331, Luxembourg**

8. Term, termination, and cancellation

- 8.1. The Agreement may be terminated at any time with immediate effect if one of the Parties hereto becomes insolvent, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or if a petition in bankruptcy for its reorganisation or the re-adjustment of its indebtedness be filed by or against it, or if a receiver, trustee or liquidator of all or substantially all of its assets be appointed or applied for or in case there is a material change of ownership and/or control of one of the Parties.

- 8.2. Either Party shall be entitled forthwith to terminate the Agreement by notice in writing to the other Party in case the latter commits any breach of any of its material obligations under the Agreement and, in the case of such a breach which is capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice from the first Party. Notwithstanding the foregoing, the Agreement may also be terminated by Air Cargo Green Capabilities with immediate effect upon non-payment by the Customer within the time-limits provided for in the Agreement, of any amount owed to Air Cargo Green Capabilities.
- 8.3. During the Christmas period (between December, 24th and January, 1st), Air Cargo Green Capabilities has the right to cancel up to eight (8) flights. Any additional cancellation(s) during that holiday period is subject to prior communication and negotiation between the Parties. In addition, Air Cargo Green Capabilities has the right to cancel up to two (2) flights per quarter.

9. Force majeure

Neither Party shall be responsible for any failure or delay in complying with its obligations contained in the Agreement where such failure or delay is caused by any riot, civil commotion, (internal or external) strike, lockout, fire, war, act of foreign enemies or any event, foreseen or unforeseen, beyond the reasonable control of and not due to the negligence of, or default by, the party affected. The Party affected shall immediately inform the other Party in writing of the said failure or delay and the event relied upon for such failure or delay. The affected Party shall for the duration of such event be relieved of such obligation under the Agreement as is affected by such event provided that the Agreement shall remain in force with regard to those obligations under the Agreement which are not affected by such event and the affected Party shall resume the performance of its obligations affected upon the cessation of such event. If any of the events mentioned above continues for more than three (3) months, Air Cargo Green Capabilities reserves the right to terminate the Agreement, in whole or in part, without being liable for any damages or losses incurred by the Customer.

10. Miscellaneous

10.1. Assignment

Neither Party shall assign any right or interest under the Agreement without the other Party's prior written consent. In case of a breach of this obligation by one Party, the other Party shall have the right to terminate the Agreement with immediate effect.

10.2. Entire Agreement

The Agreement signed between the Parties is valid exclusively for the transportation of the Customer freight on the sectors as detailed in the Agreement hereto and it supersedes all other communications, existing contracts and understandings that might be in place (i.e. interline agreement, space allocation) with the Customer on the same sectors. Notwithstanding, the Agreement shall not affect the applicability of Air Cargo Green Capabilities's Conditions of Carriage, available on aircgc.com, and each individual Air Way Bill or shipment transported by Air Cargo Green Capabilities shall be subject to the Conditions of Carriage (available on aircgc.com).

10.3. Remedies

- a) Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- b) Rights and remedies under the Agreement are cumulative and do not exclude any rights or remedies provided by law or otherwise.
- c) In the event of a conflict, the rights and remedies provided by the Agreement prevail.

10.4. Severance

If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10.5. Counterparts

The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of the Agreement, but all the counterparts shall together constitute the same Agreement.

10.6. Modification

No modification of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.7. Waiver

a) A waiver of any right or remedy under the Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

b) No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

10.8. Third Party Rights

No person other than a party to the Agreement shall have any rights to enforce any term of the Agreement