

Wings on Board B.V. Terms & Conditions

Effective 01 July 2022



These conditions define the exclusions and limitations of liability that govern Wings on Board B.V. and our customers. We therefore strongly recommend that customers take out an adequate insurance policy to cover their consignment.

1. Service

- Wings on Board B.V. (hereafter "Contractor") offers its Customers (hereafter "Customer") on board courier services (hereafter "OBC") for time-critical shipments upon which these Terms & Conditions (hereafter "T&C") apply.
- The Contractor shall organize couriers to transport permissible time-critical shipments pursuant to the provisions of Section 5 as hand-carry luggage on board commercial aircraft carriers.
- The Contractor reserves the right to select the courier and the carrier.
- An airport shall be the typical place of departure and destination.
- Upon request and subject to an explicit supplementary agreement, the Contractor shall undertake to pick up and deliver the consignment from and/or to a location other than the place of departure or destination, as well as render other possible services, at the expense of the Customer.
- The Contractor seeks to establish the OBC schedule for same day delivery at the destination, as practicable, depending on the timely provision of the consignment by the Customer and/or the timely acceptance of the consignment by the Customer and the route. The schedule shall be coordinated with the Customer upon order placement.
- The Customer shall verify the identities of all persons (Customer, sender, and consignee) involved with the shipment, pursuant to Council Regulation (EC) Nos. 881/2002 and 2580/2001 in its currently applicable version or pursuant to the relevant successor provision.

2. Scope of T&C

- The T&C govern all the Contractor's activities, services, and products involving OBC and time-sensitive shipments, irrespective of whether the services are rendered directly or via a third party.
- Any deviations to these T&C or contradictory Customer terms shall be binding upon the Contractor only if accepted by Contractor's CEO in writing.
- These T&C supersede all prior versions for OBC services rendered by the Contractor.
- The Contractor shall make these T&C digitally available www.wings-onboard.com. The electronic version applicable at the time of conclusion of the contract shall take precedence over diverging provisions.
- The T&C also apply in case of conclusion of a framework agreement as a continuing obligation. In the event of conflict between the provisions of the T&C and the framework agreement, the latter shall take precedence.

3. Definitions

- "Consignment" and "Shipment" means goods, documents or merchandise, provided by the Customer and listed on the Mission confirmation order, regardless of the mode of transportation involved.
- OBC is a service of the Contractor whereby a courier carries the consignment as hand carry or checked-baggage and takes care of pick-up and delivery (if applicable) as far as the circumstances and applicable legislation allow to do so.
- 'Request' means a written request (email, webform or otherwise) from customer to Contractor with relevant shipment details necessary for Contractor to prepare a Quotation for that specific shipment.
- 'Quotation confirmation' means written confirmation from the Customer accepting the quotation and conditions.
- "Mission" means transporting the shipment by OBC arranged by the Contractor as per confirmed Quotation
- The Customer warrants that he is either the owner, or the authorised agent of the owner and, also, that he is accepting these conditions not only for himself, but also as agent for and on behalf of the owner.
- "Dangerous goods" means materials/goods classified as goods dangerous for carriage pursuant to the UN, IATA DGR, ICAO TI, ADR/GGVSE regulations or other national or international regulations for dangerous goods, or goods which due to their nature, their properties or their condition, when transported, pose a risk to the public safety or the public order to the public, important community facilities, the life and health of persons, animals and objects.

4. Governing law

- These T&C and any legal relationship between Contractor and its Customer shall be governed by the laws of the Netherlands, unless otherwise stated herein or mandated otherwise by law.
- If the destination or transit point for a shipment is in a country other than the country of departure of the shipment, the liability for international carriage of goods by aircraft shall be regulated by the provisions of the Warsaw Convention of October 12, 1929, as amended, or the Montreal Convention of May 28, 1999. Furthermore, international transportation by rail shall be governed by the Uniform Rules Concerning the

Wings on Board B.V.

Terms & Conditions

Effective 01 July 2022



Contract for International Carriage of Goods by Rail ("CIM") of May 9, 1980, and international transportation by road shall be governed by the Convention on the Contract for the International Carriage of Goods by Road ("CMR") signed in Geneva on May 19, 1956.

- In most instances, these international conventions limit the liability of the carrier for loss, destruction, damage, or delays to the goods transported.
- The above-referenced regulations shall be supplemented by the current IATA Dangerous Goods Regulations, the ICAO Technical Instructions, and/or the national regulations of the shipment's country of departure, transit, or destination, as applicable.

5. Goods accepted for shipment

- The Contractor shall only accept and take over for transport goods for shipment in accordance with the rules and regulations of the carrier involved on the requested route.
- The Contractor reserves the right to re-pack consignments to hand luggage dimensions and volume.
- In case consignments are refused by the airline as hand luggage, these consignments will be checked in and carried under the full responsibility of the airline.
- The Contractor reserves the right to not accept any particular items in a consignment, which are banned under the IATA and ICAO regulations (available upon request from the Contractor), or for any other legal or safety reasons. The following items are banned: anaesthetics, living animals and plants, and weapons and explosives. Dangerous goods are also banned. Consignments cooled with dry ice, diagnostic specimens or biological substances are only accepted upon separate agreement and require the booking of a suitable service offered by the Contractor.
- The Contractor is entitled to exclude certain items from transport if their transportation violate the law (especially embargo or export control regulations), The transportation, import and export shall especially not violate any law or provision of a country, from which, to which or through which the transportation takes place. The necessary approvals by public authorities for the entry, exit or transit must be issued before the beginning of transportation and must be submitted to the Contractor. The same applies for official notifications by authorities. The Customer bears the sole responsibility for the compliance with all regulations set out in this Section.
- The Customer ensures that the goods are packed in a suitable manner and accompanied by the required shipping documents. The goods must not endanger the transportation vehicle, the safety of the transport, persons or objects or cause annoyance to passengers.
- The Contractor reserves the right to stop or reject the consignment, if an identity check pursuant to Council Regulations (EC) Nos. 881/2002 and/or 2580/2001 in its currently applicable version or pursuant to the relevant successor provision finds that the person(s) involved are on a list of targeted persons or have names similar to listed individuals, whereupon the Customer shall bear any incident costs incurred.
- The Customer is contractually obliged to comply with the provisions set out in this Section and to refrain from handing over goods to be carried, which are not in compliance with these provisions. The Customer is liable to the Contractor for all breaches of these obligations, in particular for damages, delays and penalties which arise from such breaches. He indemnifies and holds the Contractor harmless from any and all claims of third parties, including necessary costs for legal defence.

6. Charges / Invoicing

- Charges for the OBC mission shall be based on the quotation prepared specifically for each case by the Contractor and accepted by the Customer
- The terms of payment are net fifteen (15) days as of the invoice date. Unless otherwise stipulated.
- The Customer and/or consignee are not entitled to set off any debt with a claim from the Contractor and is neither entitled to suspend any payment obligation.
- The Customer shall submit any claim or complaint in writing to the address stated on the invoice within fifteen (15) days of the invoice date, after which period the invoice shall be deemed accepted fully as received.
- The Contractor reserves the right to invoice the Customer for all charges including import taxes and duties, regardless of whether it stipulated to bill the consignee.
- The Contractor reserves the right to charge a reasonable supplementary fee incident to delays that arise on the part of the customer. The Contractor shall also invoice the Customer for extra expenses incident to events beyond the control of the Contractor, including but not limited to delays caused by the weather, acts of war, strikes and all sovereign measures such as customs, security checks, airport closures, etc.
- Cancellation of the OBC assignment after confirmation, the company reserves the right of the following compensation fee:
 - In case customer cancels prior to pick-up of the consignment, 75% of the total OBC quotation.
 - In case customer cancels after pick-up of the consignment 100% of the total OBC quotation.
- Contractor has a pledge and/or a right of retention and/or a lien on all goods, documents and funds of the Customer in the possession of Contractor now or in the future regardless of the grounds and regardless of its designated use, for all and any claims against the Customer now or in the future. Contractor is also entitled to exercise such rights concerning what the Customer still owes Contractor in connection with previous legal relationships or previous assignments. In the event of non-payment of the

Wings on Board B.V.

Terms & Conditions

Effective 01 July 2022



claim(s) for which such rights are exercised, Contractor shall be entitled to sell the pledged goods, documents and funds in the manner prescribed by law.

7. Pickup / Delivery / Not deliverable

- The shipment shall be picked up and delivered to the street address stated in the order confirmation, not to any post boxes or encoded addresses. Deliveries shall also be made to a doorkeeper, receptionist, or incoming postal clearance room in a building. The Contractor can also arrange to pick up and deliver the shipment from/to any other location stipulated by the Customer or consignee.
- The Customer will receive Proof of Delivery, unless otherwise stipulated explicitly
- The Customer shall promptly inform the Contractor on how to proceed in case the shipment is not deliverable. Otherwise, the Contractor has the right to decide thereon, taking in account the interests of the Customer.
- The Customer shall bear the costs of return shipment including any applicable customs fines, for example if the consignment is not deliverable or the carrier refuses acceptance.
- The Contractor reserves the right to refuse to accept a shipment, or to hold, postpone, or return it, if it believes that the consignment may damage other shipments, property, or persons, or that it violates the law.
- The Contractor shall organize shipment with the next available means of transport at a reasonable cost, in the event the originally scheduled flight cannot be taken or reached for any reason whatsoever. The Customer shall bear the additional costs connected herewith.

8. Interruption of service

- In the event of force majeure, the Contractor will take all steps that are reasonably practicable in the circumstances to commence the carriage, without being liable for damages in this respect. Force majeure on the side of the Contractor in any case includes, regardless whether these circumstances are or were foreseeable at the time of the conclusion of the contract: disruption to air or ground transportation due to bad weather, fire, flood, war, hostilities, civil disturbance, acts of government or other authorities (including, without limitation, customs) and labour disputes or obligations affecting Contractor or some other party. This list shall not be considered to be exhaustive.

9. Consignments in Transit

- The Contractor may – without any liability - cancel, terminate, change, reschedule or postpone any transport or continue a transport without or only with part of the goods if due to any event beyond his control the Contractor is not capable to perform the promised service. These events include, but are not limited to; weather conditions, acts of God, force majeure, strikes, riots, political disturbances, embargoes, wars, hostilities, civil commotions, unstable international conditions, terrorism or governmental warnings against terrorism or war. In this respect it is irrelevant whether the events has in fact occurred or is only threatened or announced or whether this directly or indirectly results in a delay, claim, requirement, incident or predicament.
- The Contractor reserves the right to inspect the shipment, if deemed necessary to protect its interests for reasons that include but are not limited to:
 - Address verification
 - Customs procedures
 - Securing of damaged contents
 - Precluding a potential risk from shipment of dangerous goods (dry ice, biological substances, etc.)
 - Suspicion that the contents may contravene these T&C according to Section 5.
- In the course of the inspection process, x-ray screening of shipments is possible. In this case, even when the inspection is made properly, damages of radiosensitive goods may occur. The Contractor is not liable for such damages.

10. International shipments / Customs

- The Customer shall observe all national and international laws relevant for the consignment, including but not limited to requirements for packaging, documentation, and transportation. Furthermore, the Customer shall comply with regulations on transportation of dangerous goods in the country of departure, transit, and destination and with foreign trade regulations when preparing the consignment. The contractual partner shall be invoiced, for any custom fines, warehouse charges and other charges imposed by custom officials or expenses incurred by the Contractor, together with possible customs duties and taxes, if those are due to the Customer, shipper or consignee not submitting complete export documentation, licenses or permits.
- The Customer shall submit all necessary information and documentation if it requires the Contractor to handle customs clearance. In case of non-payment of import taxes or other custom duties by the consignee, the Customer shall bear these costs to the full amount.
- If the Customer does not require the Contractor to clear customs, it shall arrange for payment of any applicable export and import duties and customs clearance fees before delivering the goods to the Contractor, unless specifically agreed differently. The Contractor is entitled to commission its own customs clearance broker(s), if it assumes responsibility for this task for the account of the Customer

Wings on Board B.V.

Terms & Conditions

Effective 01 July 2022



pursuant to an explicit supplementary order from the Customer.

- The Contractor is entitled to commission its own customs clearance broker(s), if it assumes responsibility for this task for the account of the Customer pursuant to an explicit supplementary order from the Customer.

11. Dangerous goods / Packaging / Labelling

- The Contractor shall specify the suitable transportation service for shipment of dangerous goods as defined by Section III, each shipment of which is to be accompanied by all required documents. The Contractor is entitled to refuse the transport of dangerous goods.
- In the event local regulations, airports, airlines, or other modes of transportation restrict the movement of dangerous goods or impose embargoes at certain departure or destination points, these locations cannot be selected as transportation destinations.
- The Customer shall ensure that dangerous goods are packed safely and appropriately, and shall be liable for any damage resulting from improper packaging. All dangerous goods shall comply with the IATA Dangerous Goods Regulations and relevant ICAO Technical Instructions with respect to their classification, type of packaging, marking, and labelling.
- Diagnostic samples such as blood, urine, etc. must be packed and labelled pursuant to IATA DGR Packing Instructions 602. The package must accordingly contain leakproof primary and secondary containers each with approved firm packaging materials.
- Each consignment shall be marked legibly and durably with the name, street address, city, country, and postal code of the shipper and consignee. The outside of the container shall bear the proper shipping name(s), the general type and nature of goods and the technical names, as well as UN ID#s of the contents. In addition, a contact person that can provide details of the contents during the period of transportation shall be clearly indicated on the package, including name and telephone number. A shipper's document, which clearly identifies and describes the contents, shall be placed inside the packaging of each dangerous goods shipment.
- The Customer shall ensure that dry ice consignments contain an adequate quantity of dry ice to keep the contents cool for a period of at least 48 hours, in the event of unforeseen difficulties or if the Customer alters the arrangements, etc. The Contractor shall not be required to refill the container with dry ice during transportation.
- Dry ice (carbon dioxide, solid), in quantities not exceeding 2,5 kg per person when used to pack perishables not subject to these Regulations in checked or carry-on baggage, provided the baggage (package) permits the release of carbon dioxide gas. Checked Baggage must be marked 'dry ice' or "carbon dioxide, solid and with the net weight of dry ice or an indication there is 2,5 kg or less dry ice
- The Contractor reserves the right to refuse the transport of a dangerous goods consignment that leaks, releases odours, has damaged packaging, or is otherwise damaged. The Customer shall bear all costs for countermeasures, such as return shipment to the Customer, destruction of the consignment, measures taken to prevent accidents, etc.
- Acceptance of a consignment of dangerous goods by the Contractor shall not automatically imply acceptance by the intended air carrier.
- In the event of legislative changes, the Contractor reserves the right to modify Section 11 accordingly.

12. Responsibilities of Customer

- Notwithstanding other provisions herein, the Customer shall ensure
 - That the selected mode of transportation is appropriate for the shipment;
 - That the packaging is safe for the product and mode of transportation;
 - That the shipment is adequately marked and labelled;
 - That all accompanying documents, such as customs papers, are present and contain correct and complete details, in particular on the pickup and destination addresses;
 - That the Contractor is notified of any safety concerns;
 - Availability of all the information necessary for consignee to accept the shipment;
 - That import and export customs clearances are handled, unless otherwise stipulated;
 - That the Contractor is notified promptly of any potential transportation hindrances, which become known to the Customer;
 - That proper approvals are obtained, as defined by national or international foreign trade regulations (e.g. dual use regulations), and
 - Compliance with all other guidelines and regulations on national or international foreign trade, if applicable.
- The Customer shall be liable for any damages that arise from disregard of the above responsibilities, regardless of whether or not the Customer is at fault.

13. Delays

- The Contractor is only liable for delays, if a guaranteed time of transport is agreed upon by both parties in writing.

14. Liability of Contractor

Wings on Board B.V.

Terms & Conditions

Effective 01 July 2022



- The Contractor's liability for losses and/or damage to the goods or delay in delivery of the goods shall be limited to the maximum amounts stipulated by the Warsaw Convention, Montreal Convention, CIM, or CMR respectively.
- Contractor shall only be liable for losses, damage and/or delay in delivery of the shipment if the delay has been caused by a fault or negligence of the Contractor. The liability of the Contractor for losses, damage and/or delay in delivery shall be limited to triple the amount of the goods owed by the Customer to the Contractor, not exceeding the maximum amount of the liability insurance of the Contractor.
- Contractor shall never be liable for any consequential damage and/or loss of profit and/or immaterial damage. Damage shall also be understood to include damage to third parties which Contractor or Customer are obliged to compensate; damage shall also be understood to include damage caused by death or personal injury and any form of financial loss.

15. Indemnification

- The Customer who fails to meet any obligation which the law or these conditions impose on him is obliged to indemnify the Contractor against all damage which he might suffer as a result of this noncompliance when he is held liable by a third party on account of the carriage of the goods.
- When employees and/or subcontractors of the Contractor are held liable on account of the carriage of the goods, these persons may invoke each liability limitation and/or exoneration which the Contractor can invoke pursuant to these conditions or any other legal or contractual provision.

16. Damage claims

- The shipment shall be deemed delivered in proper condition and per the terms of the order if accepted unconditionally by the consignee, until proven otherwise.
- Each damage claim shall adequately describe and estimate the damage caused.

17. Place of jurisdiction

- The Court of Amsterdam shall have exclusive jurisdiction in respect of any disputes that arise from or in connection with these T&C.

18. Severability

- If any part of these T&C is declared or becomes void, or unenforceable, or if a loophole exists, the remaining provisions shall continue in full force and effect, whereupon the offending part shall be replaced, or the loophole closed, with an enforceable provision that best reflects the original intent.

19. Claim procedure- and prescription

- All claims against Contractor must be notified in writing as soon as reasonably practicable and in any event within 14 days of receipt in the case of damage (including partial loss of a shipment) in the case of delay within 21 days of the goods being placed at the disposal of the person entitled to delivery and in the case of loss within 30 days of the goods being consigned with Contractor for carriage. In addition, all claims against Contractor in connection with any shipment shall be prescribed and barred by expiration of time, unless legal proceedings are brought and written notice of them is given to Contractor within nine months after delivery of the goods concerned or, in case of non-delivery, within nine months from the scheduled date for delivery. This term shall not affect any rights the Customer may have under Convention Rules or other mandatory national laws.

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