



**hahncargo®**

## **General terms and conditions of business**

HCS Hahn Cargo Services GmbH (HCS for short) for handling services  
Valid from: 02.01.2020

### **§ 1 Scope of application**

These General Terms and Conditions apply to all activities of HCS, in particular to the handling, transshipment and storage of air cargo as well as services provided as a special service in addition to or outside of an existing handling contract (Handling Contract). The application of mandatory law, in particular the Warsaw Convention and the Montreal Convention for individual activities of HCS, shall remain unaffected.

### **§ 2 Scope of services provided by HCS**

1. HCS handles air freight shipments at Frankfurt-Hahn Airport (HHN) on behalf of airlines. Export air freight is received by HCS from the ramp, temporarily stored, physically and documentarily prepared for the flight and handed over to the apron transport or prepared for air freight substitute transport (e.g. truck - transport). The unloading of trucks for export cargo is not part of the service obligation of HCS, except for air substitute transport on behalf of and at the expense of the airline. Import airfreight is divided on a consignment basis after takeover from ramp transport, temporarily stored and delivered to the consignee free ramp or transferred to the on-carrying airlines. HHN routed shipments are excluded from this. Here, the transfer of risk and costs ends with receipt at the HCS warehouse. A corresponding handling service is provided for shipments that are transported by truck in airfreight substitution traffic. The details of these handling services can be found in Chapter II of the General Terms and Conditions.
2. In addition to export and import handling for airlines, HCS offers further other services (special services) which must be ordered separately. The other services include, in particular, splitting and commissioning activities, loading and unloading activities of the truck transports, unless it is a delivery on behalf of the airline in the air substitute traffic, or other consignees, warehousing as well as storage and retrieval of non-Community goods in the customs warehouse on behalf of forwarding agencies and other participants in the logistics chain. Other services also include the reception, temporary storage and retrieval of consignments which, contrary to a previous provision, have to be returned for various reasons of a physical and/or documentary nature. The miscellaneous services provided by HCS are detailed in the **Schedule of Services** and **are subject to a charge**. The Schedule of Services forms an integral part of this Agreement. The details of these handling services can be found in Chapter III of the GTC.
3. If HCS undertakes any of the services listed above under point 2 without being expressly commissioned to do so, and if in doing so it acts in the interests of the person responsible who is under an obligation to carry out this service, the respective costs listed in the list of services will also be invoiced.
4. HCS is entitled to have the service owed provided in whole or in part by third parties (subcontractors) or external personnel.

### **3 Priority of the General Terms and Conditions of HCS**

General terms and conditions of customers do not apply, even if HCS does not expressly object to the validity of the general terms and conditions.

### **4 General terms of payment, handling and storage charges and charges for special services**

1. Value added tax at the respective statutory rate must be paid in addition to all fees charged by HCS.
2. All invoice amounts are due for payment immediately upon receipt of the invoice without any deductions. They can be demanded in cash. If cheques or bills of exchange are accepted, the settlement of claims shall only be effected upon unconditional crediting or payment.
3. A counterclaim may only be set off against a claim of HCS if it is an acknowledged or legally established claim. A right of retention can only be exercised if the right of retention is based on an acknowledged or legally established claim from the same contractual relationship.
4. The handling and storage charges as well as the charges for special services are based on the provisions of the Service Specification of HCS in the version applicable at the time a contract is concluded. The List of Services is an integral part of the General Terms and Conditions of HCS.
5. In the event of late payment, we reserve the right to claim interest and damages for delay.

### **§ 5 General principles**

1. The declarations made to HCS within the framework of the commissioning and order processing must be free of errors and complete and must correspond to the truth. The Client must therefore compensate HCS for any damage incurred by HCS as a result of the Client having culpably made 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, mortal remains, perishable or fragile goods, must be specified separately in the orders.

2. HCS is not obliged to check the authenticity of signatures on written orders, assignments, instructions or other documents. This also applies to the respective authority of the signatories or bearers.
3. HCS may at any time check or have checked whether the weight, type, nature or volume of the goods supplied correspond to the information in the orders submitted for this purpose. However, there is no obligation to do so. If the information proves to be incorrect, the respective contract partner must bear the costs of the check.
4. The clearance times are dependent on the relevant authorities, including the customs authorities, in particular in the case of freight to be delivered.
5. HCS is not obliged to accept goods which are not permitted for air transport or storage according to the applicable legal regulations, unless a special permit has been issued by the Federal Aviation Authority or the competent authority.

## **6 Customs treatment of goods**

1. The goods taken into temporary custody by HCS are Community or non-Community goods for customs purposes.
2. In the case of import and forwarding consignments, the customs responsibility and liability of HCS towards the customer ends with the proper handover to the collector. In the case of non-Community goods, this presupposes a permissible customs-law destination of the goods in accordance with Article 48,49 Paragraph 1 b of the Customs Code. In this context, the customer shall comply with all customs regulations and shall oblige a collector commissioned by him accordingly.
3. If claims are made against HCS by the customs authorities in the case of complete units, false information in the entry manifest or so-called aliud goods, in particular for payment of the customs debt, the customer must indemnify HCS against such claims and reimburse any payments made by HCS.
4. In the case of export shipments (ready for carriage), the respective customer or the forwarding agent responsible for customs clearance shall bear sole responsibility under customs law.
5. Air carriers must comply with Articles 444 and 445 of the CCIP in the case of intra-Community air transport.

## **Chapter II.**

### **Acceptance, storage and handling of export and import shipments on behalf of the airlines**

#### **§ 1 General rights and obligations**

1. The airlines shall provide their flight data with all necessary information and instructions to HCS as early and in good time as possible. In the event of delays, the airlines shall, as far as possible, notify HCS in good time of their intention to use the services.
2. In the event of delayed flights by the airline, HCS reserves the right to give priority to scheduled and registered flights.
3. Goods which have not been collected within 20 days by the consignee or the person entitled to receive them, or whose acceptance has been refused or prevented, will be dealt with by HCS in accordance with the provisions of customs law. All costs incurred as a result will be borne by the airlines.
4. Unless expressly agreed, HCS is not obliged to carry out customs clearance of the air cargo or to fulfil other customs formalities.

#### **§ 2 Acceptance of air cargo**

1. The deliverer of the freight has to legitimize himself by presenting his identity card or passport. Furthermore, all necessary freight documents, including the original bill of lading, must be presented. 2. The delivery takes place free HCS ramp or on the hall area with delivery at the truck gate.
3. If the airline requires special handling of goods, this must be notified to HCS in writing in good time before delivery. This does not apply to goods whose special treatment is obvious.
4. If the airline requires additional labour and/or operating resources for the acceptance or subsequent handling of freight consignments and these are not required or are not required in full, HCS reserves the right to charge the airlines additionally for the costs incurred as a result.
5. Upon acceptance of the delivered goods, HCS shall document only those defects that are externally visible.

#### **§ 3 Delivery of air cargo**

1. The person collecting the freight must legitimize himself as the authorised person by means of an identity card or passport and, in the event that he collects the freight for a third party, additionally by presenting a power of attorney. Furthermore, he must present the necessary freight documents.
2. The delivery of the cargo to the collector is carried out by HCS in the name and for the account of the airline, free of charge from the ramp. Furthermore, the submission of a delivery application released by customs and the respective airline or its authorized representative is required, or the release of the application in electronic form via the ATLAS customs system.
3. HCS is authorized by the airline to charge fees to be paid by the collector. In the event of non-payment of these charges, HCS will not deliver the goods.

4. The freight consignment shall be delivered to the collector against receipt, which the collector shall countersign.

#### **§ 4 Liability**

1. HCS is liable for injury to life, limb or health for which it is responsible and for other damage for which it or its executives are responsible due to intent or gross negligence. In the event of intent or gross negligence on the part of simple vicarious agents and in the event of a negligent breach of a fundamental obligation that jeopardises the purpose of the contract, HCS shall be liable for compensation for the typically foreseeable damage. Essential contractual obligations are those fundamental obligations which are decisive for the conclusion of the contract by the airline and on the observance of which the airline was entitled to rely. In all other cases, HCS, its legal representatives or vicarious agents are not liable for negligent breach of duty.
2. The airline shall indemnify HCS and its legal representatives and vicarious agents against all claims made by third parties in connection with the services provided by HCS to the airline and for which HCS is not liable in the airline's internal relationship.
3. In addition, HCS's liability in all cases with regard to damage suffered by third parties is limited to the amount of damage that the air carrier is obliged to compensate the third party for on the basis of legal provisions, in particular the Warsaw Convention and the Montreal Convention, as well as the IATA Conditions of Carriage.

### **Chapter III.**

#### **Other services (special services)**

##### **§ 1 Other services**

1. Freight handling, warehousing or other services normally included in the forwarding business, which are no longer subject to an air transport contract with the airline, shall be handled in accordance with the relevant provisions of the 2003 version of the General German Forwarding Conditions (**ADSP**).
2. The scope of the other services provided (special services) is documented by HCS in a so-called work slip.

##### **§ 2 Liability**

1. **The liability for handling, warehousing or other services usually belonging to the forwarding business outside of air transport shall be governed by the relevant provisions of the ADSP as amended in 2003. In section 23 ADSP, these limit the statutory liability for damage to goods in accordance with § 431 HGB (German Commercial Code) for damage in the custody of the forwarder to EUR 5.00 per kg. In case of multimodal transports including sea transport to 2 special drawing rights per kg as well as beyond that per case of damage or event to EUR 1.0 or 2.0 million or 2 special drawing rights per kg. Depending on which amount is higher. Section 27 ADSP does not extend the liability of the freight forwarder or the apportionment of the fault of servants or other third parties in favour of the principal, contrary to the statutory provisions such as § 507 HGB, Art. 25 MÜ, Art. 36 CIM, Art. 20, 21 CMNI.**
2. In the case of services not covered by Clause 1, HCS shall be liable for injury to life, limb or health for which it is responsible and for other damage for which it or its executives are responsible due to intent or gross negligence. In the event of intent or gross negligence on the part of simple vicarious agents and in the event of a negligent breach of a fundamental obligation that jeopardises the purpose of the contract, HCS shall be liable for compensation for the typically foreseeable damage. Essential contractual obligations are those fundamental obligations which are decisive for the conclusion of the contract by the airline and on the observance of which the airline was entitled to rely.
3. If the client is not an entrepreneur but a natural person (consumer) who concludes the contract for a purpose that cannot be attributed to a commercial or self-employed activity, HCS is liable in accordance with Clause 2, Sentence 1. In addition, HCS is also liable in the event of intent and gross negligence on the part of simple vicarious agents as well as in the event of negligent breach of essential obligations without limitation to the typically foreseeable damage.
4. In all other respects, HCS, its legal representatives or vicarious agents are not liable in the event of negligent breach of duty.
5. The Client indemnifies HCS and its legal representatives and vicarious agents against all claims made by third parties in connection with the services provided by HCS to the Client and for which HCS is not internally liable to the Client.

### **Chapter IV Final provision**

1. The invalidity of individual provisions shall not result in the invalidity of the remaining terms and conditions.
2. Additions and changes to these terms and conditions must be made in writing, unless they have been made with a representative of HCS with comprehensive power of representation, in particular a managing director, authorized signatory or general agent.
3. If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction and performance shall be Bad Kreuznach.