

General Terms & Conditions



of Cargogate Munich Airport GmbH
regarding the execution of freight services

I. General Conditions

§ 1 – Applicable Law

1. The following "General Contractual Conditions" apply to the activities of Cargogate, supplemented by German law, unless mandatory international law (in particular, the Montreal/Warsaw Conventions on the unification of rules relating to the international carriage by air in their applicable versions) applies. General Terms and Conditions of the contracting partner do not apply, even if Cargogate is aware of such conditions and does not expressly object to them.
2. In the event of any interpretation, the German version of these terms and conditions shall prevail.

§ 2 – Publication

1. The "General Contractual Conditions" are published as Cargogate's General Terms and Conditions in all publicly accessible areas of Cargogate by posting and on the company's website.
2. They will be provided or sent to contracting partners upon request.

§ 3 – Tasks and Services of Cargogate

1. The company's business primarily includes the handling and storage of goods, mail, etc., at Munich Airport.
2. Additionally, Cargogate offers the following services, among others:
 - Document handling for airlines
 - Transport of valuables and documents on the apron
 - Entry of goods into the customs system ALFA
3. Separate storage areas are available for the following special goods:
 - Animals
 - Valuables
 - Human remains
 - Radioactive materials
 - Goods subject to "IATA Regulations relating to the carriage of restricted articles by air"
 - Refrigerated and frozen goods including pharmaceuticals

§ 4 – Operating and Working Hours

Cargogate operates 365 days a year.

§ 5 – Fees, Payment Terms, Set-Off

1. Cargogate charges fees for its services based on its tariff, which is part of the respective agreements.

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2. Payment for the service is due immediately. Credit customers are granted a payment period of 10 days from invoice date unless otherwise contractually agreed.
3. In case of late payment, statutory provisions apply.
4. Offsetting against claims for payment of due fees is only permitted with undisputed or legally established claims. In particular, offsetting with unconfirmed claims for damages due to damage to air freight goods is excluded.

§ 6 – Contract Conclusion

Contracts with Cargogate shall be concluded in writing only. This also applies to contract modifications and ancillary agreements.

§ 7 – Applications and Declarations

1. All applications and declarations must be made truthfully and completely to Cargogate. Goods as defined in § 9 para. 2 must be specified separately. The client is liable to Cargogate for any damages resulting from untruthful or incomplete declarations.
2. Changes to pre-printed form texts are not permitted. If changes are necessary, a new freight release note will be issued after inspection of the freight.
3. Cargogate is entitled, but not obliged, to check at any time whether the weight, type, or condition of the delivered goods matches the information provided. The client bears the costs if the information proves to be incorrect.

§ 8 – Compliance with Regulations

The client must comply with all applicable legal and official regulations, in particular customs, tax, airport, and police regulations, as well as regulations concerning the transport of dangerous goods by air and road.

§ 9 – Excluded and Special Goods, Separate Storage

1. Cargogate is not obliged to accept goods that are prohibited for air transport or storage under applicable laws.
2. Cargogate is entitled and obliged to handle special goods, as far as identifiable, in accordance with their nature and legal requirements. Special goods include in particular:
 - a. Goods subject to "IATA Regulations relating to the carriage of restricted articles by air";
 - b. Valuables marked with a declared value in the freight manifest or identified as such [VAL];
 - c. Radioactive goods, human remains, live animals, fragile or perishable items, refrigerated and frozen goods, as well as goods requiring special handling;
 - d. Goods that may adversely affect other goods or traffic areas due to their nature.
3. For valuables under No. 2 b, the note in the freight manifest or the written order is decisive for separate storage.

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§ 10 – Notification Obligation

Cargogate is only obliged to notify the receiving freight forwarder or recipient upon arrival of the freight [import] if expressly agreed or if a contract for document handling with the importing airline exists. Cargogate does not perform address investigations.

§ 11 – Confidentiality

Cargogate shall not disclose any knowledge acquired in the course of its activities to third parties, except for information required to be provided to authorities.

§ 12 – Liability

1. Unless otherwise expressly agreed, Cargogate is liable for loss or damage to goods accepted by it only if intent or gross negligence can be attributed to Cargogate, its employees, or vicarious agents.
2. Liability for delayed delivery or acceptance of freight is excluded.
3. Liability is limited to contract-typical, foreseeable damages. The burden of proof that no fault of Cargogate exists lies with Cargogate in cases of lost freight or externally visible damages not noted on the receipt or delayed delivery.
4. Where the Montreal/Warsaw Convention applies in international air freight transport, Cargogate is only liable beyond the convention's limits in cases of intent or recklessness with the awareness that damage is likely. In such cases, the air carrier shall indemnify Cargogate [including its employees and vicarious agents] internally. The same applies for third-party claims, provided third-party claims are immediately reported to the air carrier. All third-party claims and legal proceedings shall be handled by the air carrier, and Cargogate shall assist upon request.
5. The liability of Cargogate remains unchanged if the shipper has declared a delivery value and paid the agreed surcharge to the air carrier, unless the value declaration is presented to Cargogate upon receipt and an insurance certificate is issued by Cargogate at the client's expense. In this case, liability is limited to the actual damage incurred but not exceeding the declared value.

§ 13 – Jurisdiction

The place of jurisdiction is the registered office of Cargogate.

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II. Acceptance, Storage, and Delivery of Air Freight within the Framework of an Air Transport Contract

IMPORT

§ 14 – Acceptance of Air Freight

1. Incoming air freight intended for delivery or other handling in Munich will be accepted upon request by the air carrier. The submission of the manifest or another suitable proof constitutes a request.
2. Cargogate acknowledges receipt of the freight with a receipt confirmation. Only externally visible defects are recorded on receipt. A freight release note is issued per shipment.
3. Cargogate may refuse to accept air freight until manifest documents or other suitable proofs have been properly handed over by the air carrier.
4. If special handling of goods is required, the air carrier must indicate this in writing unless the need for special handling is obvious or noted in the manifest [e.g., RRR].
5. Air freight is usually processed in the order of arrival at Cargogate's premises.
6. There is no obligation to meet specific deadlines.

§ 15 – Delivery

1. Air freight designated for delivery is delivered to the recipient upon request. The recipient bears the costs according to the current tariff. Each shipment requires a separate delivery request unless delivery is made under a separate agreement through a self-service procedure.
2. The delivery request must be made by presenting the freight release note. If lost, the recipient may request a replacement release note upon presentation of the original air waybill, subject to a fee. Delivery is authorized upon presentation of either the original or replacement release note.
3. For customs goods [non-community goods], delivery requires prior customs clearance.
4. Delivery is made during Cargogate's operating hours [§ 4] at a place designated by Cargogate. Delivery after 7:00 p.m. incurs an additional fee according to the tariff.

§ 16 – Acceptance Period

Standard air freight may be accepted free of charge within 24 business hours. After this period, storage begins at the client's expense on behalf of the air carrier. Storage fees will be charged upon delivery.

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§ 17 – Non-Accepted Air Freight

1. Cargogate is entitled to store or otherwise dispose of goods not accepted or not taken within 20 days without fault on its part, after prior notification of the air carrier/client, and to charge the costs incurred.
2. For customs goods, if the customs declaration is not submitted within the 20-day deadline, Cargogate may apply for a 20-day extension. Costs are charged to the air carrier/client.
3. Cargogate may return or dispose of goods not accepted within 40 days or perishable goods after written notice and setting a deadline, charging the storage fees.

§ 18 – Fulfillment of Customs Formalities

Unless expressly agreed, Cargogate is not obliged to perform customs clearance or other customs formalities. If required by law, any fees and costs incurred will be charged to the client.

§ 19 – Damage Claims

1. Unconditional acceptance by the recipient presumes the goods were delivered undamaged as per the transport document, until proven otherwise.
2. Claims for damages must be made against the respective air carrier within the periods specified in the transport conditions.
3. Upon request and at the recipient's expense, Cargogate will conduct an inspection to record any damage or shortage before acceptance.

III. Acceptance, Storage, and Dispatch of Air Freight within the Framework of an Air Transport Contract

EXPORT

§ 20 – Acceptance of Air Freight

1. Delivered, ready-for-shipment air freight intended for air transport will be accepted upon the client's request.
2. Cargogate acknowledges receipt. Only completeness and visible external damage are checked. Damaged or insufficiently packaged shipments will be rejected.
3. Goods for which Cargogate lacks appropriate storage may be refused.

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4. Shipments from unknown senders or freight forwarders without a signed security declaration, and private customers, are subject to screening in the simulation chamber at the client's cost. Security screening costs ordered by the Federal Aviation Office or airlines are borne by the respective airline.
5. §§ 14 para. 4-5 apply accordingly.

§ 21 – Interim Storage and Handover

1. Stored air freight is prepared for transport and assembled into flights as instructed by the air carrier.
2. Goods are handed over timely to the FMG ground handling service by placing them on FMG-owned transport equipment labeled with details of airline/flight/date/destination and weighed weight.

§ 22 – Acceptance Period

Stored air freight should be transported within 72 hours of acceptance. If not transported within this period, the goods will be stored at Cargogate's premises on behalf of and at the expense of the air carrier.

IV. Transport of Valuables on the Apron

§ 23 – Tasks and Services

1. Upon conclusion of a written additional agreement to any existing handling contracts, transport of valuables on the aircraft apron will be carried out.
2. For import valuables, the air carrier must notify Cargogate in writing at least 60 minutes before arrival. Cargogate checks the shipment at the aircraft for completeness and visible damage and transports it from the aircraft to the valuables storage. A damage report is created in case of complaints.

Cargogate transports valuables to the aircraft and supervises loading or hands over valuables to the crew against signature.

V. Final Provisions

§ 24 – Severability Clause

If any provisions of the contract with the client, including these General Terms and Conditions, are wholly or partially invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision whose economic effect comes as close as possible to that of the invalid provision.