

## General Conditions of the use of ULD and other Auxiliary Equipment released to the Carrier's Customers

### Article 1 – Definitions

**1.1 ULD.** ULD means unit load device and all containers (including Special Containers) and pallets used to load e.g. baggage and cargo into containerized aircraft, as defined in the IATA ULD Regulations, released by the Carrier to the Customer. For the avoidance of any doubt, all nets delivered along with the ULD are regarded as an integral part of such ULD.

**1.2 Auxiliary Equipment.** Auxiliary Equipment means straps, pallet joiners, steel beams, and/or mosquito nets for horse stables. For the avoidance of doubt, pallet nets, of which lashing lines form an integral part, are not considered Auxiliary Equipment.

**1.3 Special Container.** Special Container means container such as horse boxes, car racks, cool-containers, and XYX.

**1.4 Serviceable.** Serviceable means airworthy and certified in accordance with all applicable regulatory requirements.

**1.5 Customer.** Carrier's customer such as freight forwarders, brokers, consignor (shipper), consignee, consolidator, logistics companies etc., or airline.

**1.6** Any other terms shall have the same definition as in the conditions of carriage of the Carrier.

### Article 2 – Customer's Right

**2.1** The Customer has the right to receive/loan ULD from the Carrier either in the case where the inbound cargo is directly delivered to the Customer in that ULD or in the case where the outbound cargo is loaded in the ULD by the Customer at his facility and is in airworthy condition.

### Article 3 - Customer's Obligations

**3.1** The ULD which is received or loaned by the Customer has to be returned to the nearest point of representation of the Carrier within 5 (five) days after the day of release of the ULD by the Carrier.

**3.2** The address of the nearest point of representation of the Carrier can be advised by the Carrier upon request. Such return is made at the expense of the Customer. The Carrier assumes the right to levy daily demurrage fees as stated in the Annex 1 hereto beginning from the 6 (sixth) day of the ULD being on loan (including Saturday, Sunday, and public holidays) starting at 00h01 of the day of release. From then on, every further day or part thereof will be charged as a full day. The on loan period for the ULD will end at 23.59 pm on the day the Client returns the ULD to a point of representation of the Carrier.

**3.3** In case a ULD becomes lost, is determined lost if it is not returned back to the Carrier within the last 180 (one hundred eighty) days after its release by the Carrier, abandoned, arrested or seized by legal process or if the Carrier determines it is damaged beyond economical repair (the "**Lost ULDs**"), the Customer will be invoiced for the replacement cost of the lost unit as stated in the Annex 2 hereto. The Carrier reserves the right to update the Annex 1 and 2 hereto once a year and informs the Customer in advance. The Carrier shall credit to the Customer any replacement costs charged for the Lost ULDs that are later recovered, deducting any costs for repairs necessary to reinstate the ULD to a serviceable condition.

**3.4** The Customer shall be responsible for damage sustained by a ULD during its use and possession and shall indemnify the Carrier for the damaged ULD or the parts thereof.

**3.5** The Customer shall promptly return the ULDs to operation in a clean and serviceable condition. In the event that ULDs are damaged during the use and possession of the Customer and require repair, the Customer shall indemnify the Carrier for the damaged ULD or the parts thereof. In the event that ULDs are not clean for further use, the Carrier will clean the ULDs and recharge the Customer any associated costs, subject to relevant evidence provided.

### Article 4 - Carrier's Right for ULD Utilization

**4.1** The Carrier reserves the right taking into consideration the interests of its Customer to

determine at its sole discretion the types of ULD to be loaded with cargo for a specific flight notwithstanding what may be stated in the applicable cargo transportation agreement.

#### Article 5 – Other Auxiliary Equipment

**5.1** The Auxiliary Equipment which are in the possession of the Customer shall be returned to the nearest point of representation of the Carrier at Customer's expense. The Carrier reserves the right to charge the cost of the Auxiliary Equipment to the Customer if they remain in possession of the latter. The price list for the Auxiliary Equipment is presented in the Annexes 1 and 2 hereto.

#### Article 6 - Governing Law / Place of Jurisdiction

**6.1** Disputes arising from or in connection with these conditions are subject to Laws of Luxembourg, without reference to conflicts of law rules, and shall be submitted to the exclusive jurisdiction of the Luxembourg City Courts.

### Annex 1 – Daily Demurrage fee for ULD

	ULD type	Daily cost (€)	Daily cost (\$)
Aircraft pallets + net	PAG	\$8,20	€ 6,97
	PGF	\$53,98	€ 45,86
	PLA	\$9,21	€ 7,82
	PMC	\$8,36	€ 7,10
	PRF	\$50,25	€ 42,69
	PYB	\$8,60	€ 7,31
Container	AKE	\$14,52	€ 12,34
	AMP	\$69,27	€ 58,86
	XYX	\$12,50	€ 10,62
	AMA	\$78,91	€ 67,05
	AMD	\$81,81	€ 69,51
Aux. Eqpt	STRAP	upon request	upon request
	XPC (PMC)	upon request	upon request
	YPC (PGF-PRF)	upon request	upon request
Special Eqpt	HMC	upon request	upon request
	CARRACK	upon request	upon request
	RAP	upon request	upon request
	RKN	upon request	upon request

Annex 2 – Replacement cost for ULD

	ULD type	Replacement cost (€)	Replacement cost (\$)
Aircraft pallets + net	PAG	\$1.476	1.461 €
	PGF	\$9.716	9.620 €
	PLA	\$1.657	1.641 €
	PMC	\$1.505	1.490 €
	PRF	\$9.044	8.955 €
	PYB	\$1.548	1.533 €
Container	AKE	\$2.614	2.588 €
	AMP	\$12.469	12.346 €
	XYX	\$2.250	2.228 €
	AMA	\$14.204	14.064 €
	AMD	\$14.726	14.581 €
Aux.	STRAP	\$15,15	15 €
	XPC (PMC)	\$1.515,00	1.500 €
	YPC (PGF-PRF)	\$303,00	300 €
Special Eqpt	HMC	\$45.450,00	45.000 €
	CARRACK	\$28.280,00	28.000 €
	RAP	\$50.500,00	50.000 €
	RKN	\$25.250,00	25.000 €