

**Airfreight: Terms & Conditions**

1. This offer from Kuehne + Nagel is based on the following Terms and Conditions. Exceptions to any of these conditions may be proposed by the Customer. Acceptance is subject to Kuehne + Nagel's explicit agreement in writing.
2. The pricing, services, or company information provided in this quotation is confidential and strictly for the benefit of the addressee, in the following referred to as the "customer". The contents may not be shared, copied, transmitted or discussed with any other companies, persons or entities without prior written consent from Kuehne + Nagel.
3. The submitted rates are based upon prevailing market rates and are subject to change.
4. Fuel and security charges are subject to fluctuations and re-validation at time of implementation. Current levels at date of submission have been stated. Fuel and Security charges are offered on actual or chargeable weight depending on underlining carrier and route.
5. Rates of exchange subject to fluctuation. In view of current volatile exchange rates, if GBP fluctuates +/- 2% we reserve the right to amend this quotation accordingly.
6. Price based on known / secured status cargo. If cargo is tendered as 'unknown' cargo, additional charges shall apply for security screening. If additional methods of screening are required to secure cargo then additional charges may also apply e.g. secondary screening.
7. The above quotation is exclusive of duties, VAT, taxes, use of KN Deferment account (charged at Min £30.00 or 4% of the Sum outlaid) and any additional charges out of our control.
8. Any fee or charge imposed by any government agency, carrier, or other third party above and beyond the enclosed will be billed as per outlay, including duties and taxes. This may also include, among others, customs related fees billed as a percentage of the CIF value and Ad Valorem charges and any government imposed warehousing or storage fees.
9. Air freight charges are based on actual or dimensional weight, whichever is greater. Dimensional weight is based on the industry standard of a 1:6 dim factor, unless otherwise agreed in writing.
10. If upon receipt of the cargo, at the point of inspection (check weigh and measure) the shipment details change compared to the details Kuehne + Nagel were informed at the point of quotation affecting the volume to weight ratio, Kuehne + Nagel reserve the right to amend this proposal and a re-quotation / additional charges may apply due to the change of specification.
11. The transportation of Dangerous Goods (as defined by IATA) needs to have an individual agreement. Dangerous goods need to be packed, marked and supplied by the customer with relevant documentation for the carriage on the individual applicable means of transport by the shipper, who is fully liable for any failure and occurring claims, losses and damages of any kind.
12. Applicable to general in gauge, lower deck, stackable cargo only. Not applicable to dangerous goods, (including hidden – unidentified/undeclared), lithium batteries, valuable, AOG, perishable, bonded, mobile phones, military goods, non-stackable, or any other goods requiring special handling unless specified.
13. All quotations are based on and not exhaustive to 'subject to current market capacity' to be inline with current market / global conditions for achievable uplift of flight on carrier and out of Kuehne + Nagel's control.
14. Where pricing is provided for perishable or temperature-sensitive cargo, rates are based on shipper's packaging being suitable to maintain the desired temperature during transit. Packing/ re-icing / active temperature control services are excluded unless specified and requested specifically at the time of the quotation request to be included.
15. Choice of underlying carrier is at Kuehne + Nagel's discretion, unless specific carriers are requested and agreed upon. Carriers, frequency and transit times are subject to change without prior notice due to carrier capacity and availability. Further, transit times, and schedules do not include periods due to extraordinary events such as but not limited to for example waiting times for customs inspections. Transit times are provided based on pick up being counted as day 0.

**Airfreight: Terms & Conditions**

16. Transit times are for guidance only and are not guaranteed. Kuehne + Nagel Limited shall not be liable for any delays.
17. All services are subject to equipment availability and carrier capacity, including but not limited to special container equipment.
18. Any fee or charge imposed by any government agency, carrier (e.g. war risk surcharge), or other third party above and beyond the enclosed will be billed as per outlay, including duties and taxes. This may also include, among others, customs related fees billed as a percentage of the CIF value and Ad Valorem charges, and any government imposed warehousing or storage fees.
19. The Offer is based on regular operation and normal market situation only. In case of any extraordinary event or circumstance beyond its reasonable control, including, but not limited to, disruptive events by natural causes, nuclear, chemical or biological contamination, acts of God, strikes, lockouts, riots, terrorism (or restrictions related thereto), piracy, acts and threats of war, the outbreak or continuation of an epidemic or pandemic, such as SARS-Cov-2, Kuehne + Nagel, in its sole discretion but acting reasonable, reserves the right to (wholly or partly): (a) suspend the Offer, and/or (b) withdraw from the Offer, and/or (c), after consultation with the customer, adjust the Offer to comply with then applicable market rates and circumstances. The term "Offer" when used in this terms and conditions shall include, without limitation, any quoted pricing, rates, charges, services, lead times and related topics, subject to available carrier capacities.
20. All quotations are subject to contract and all services performed by Kuehne + Nagel are subject to the latest version of the Standard Trading Conditions of the British International Freight Association (BIFA) ; a copy of which can be obtained from <https://uk.kuehne-nagel.com/-/legal-information>. Any terms and conditions of the customer are hereby expressly excluded.
21. All cargo and transactions have to be within applicable legal limits, incl. but not limited to full compliance to any applicable trade control restrictions, sanctions, embargoes, etc., and required export, transit and import licenses and permits must be in place; and every transaction is subject to ultimate carrier approval.
22. The pricing, services, or company information provided in this quotation strictly applies for the benefit of the Customer and their legal subsidiaries. No other third party can benefit and / or use the quotation.
23. Unless otherwise stated, this quotation is based on our standard daily collection/delivery service. Operation Mon-Fri between 09:00 and 17:30 with no specific collection/delivery time provided.
24. No tail-lift vehicle, unloading or unpacking equipment or service is included as a standard unless specifically requested at time of quotation. Excludes extraneous fees beyond the control of Kuehne + Nagel Ltd (such as airport storage, customs inspection etc.).
25. Insurance is not included in the spot quotation unless specifically requested. If required, rates to be applied to the sum insured...
(=commercial invoice value+freight+10%).
Cargo insurance rates provided by NACORA. NACORA Insurance Broker's term of business apply, available upon request.
26. "Brexit" means the United Kingdom ceasing to be a member of the European Union regardless of which countries comprise the United Kingdom at such date.
In the event of Brexit:
(i) If Kuehne + Nagel Limited ("KN") consider that the consequences of Brexit increase the costs of performing its obligations
KN reserves the right to claim any costs and/or expenses wholly and reasonably incurred as a result of Brexit, including but not limited to delays in transit, alternative routing and increased trade tariffs. Such costs shall be on a 'pass through' basis.
KN shall provide reasonable evidence of such costs if requested to do so; and
(ii) KN shall not have any further obligation to perform new movements at the rates stated in this quotation.
KN shall request an increase in rates for the services so as to include additional costs and expenses relating to Brexit. If the additional costs and expenses are not agreed by the customer then KN shall not have any obligations to provide services to the customer. In the event that Kuehne + Nagel Limited incurs any additional costs as a result of any changes in legislation, applicable regulations or as a result of any actions by any government or other body, including but not limited to the reinstatement of border controls in the Schengen countries, then such costs shall be charged to the customer and/or the rates shall be subject to change.

**Airfreight: Terms & Conditions**

27. Transit times are for guidance only and are not guaranteed. Kuehne + Nagel Limited shall not be liable for any delays.
28. The pricing, services, or company information provided in this quotation strictly applies for the benefit of the Customer and their legal subsidiaries. No other third party can benefit and / or use the quotation.
29. To the extent a contract exists between Kuehne + Nagel and the intended recipient of the quote, the terms and conditions of said contract will apply in lieu of the above terms and conditions.
30. Customer warrants that:
 - (a) Customer and its owners as well as all parties to Customer's shipments and transactions, including their respective owners, and
 - (b) Customer's transactions for which Kuehne + Nagel provides the services,are not subject to any applicable US, EU or national customs, import, export, trade control or sanctions laws and regulations that would prohibit such services.
- 30.1. Customer shall supply Kuehne + Nagel, in writing, with all documents and information including, but not limited to, commodity classification numbers, customs valuations, country of origins, export control classification numbers and any required export, reexport, transit or import licenses permits, authorisations or exemptions ("Customer Data") necessary for Kuehne + Nagel to provide the services in accordance with applicable laws and regulations.
- 30.2. Customer warrants that the Customer Data is complete and accurate. Customer shall immediately advise Kuehne + Nagel of any errors, discrepancies, incorrect statements or omissions in Customer Data filed by Kuehne + Nagel on Customer's behalf with Customs and other authorities or third parties.
- 30.3. Customer acknowledges that Kuehne + Nagel is not the Exporter of Record, Importer of Record, Fiscal Representative, Ultimate Consignee or End-User and that Kuehne + Nagel is unable to sign government forms on behalf of such parties
- 30.4. Customer shall indemnify and hold harmless Kuehne + Nagel and all Kuehne + Nagel affiliates from all claims, expenses, losses, penalties and damages, including reasonable attorneys' fees, arising from or in connection with Customer's failure to comply with obligations in this clause 30.