



AAT FORWARDING LLC

CUSTOMER AGREEMENT

Emergency Logistics & On-Board Courier Services

Single-Assignment Agreement · Version 2026-11

General Terms & Conditions: Version 2026-11, effective October 27, 2026

1. PURPOSE AND SCOPE

1.1 Single Assignment

This Agreement governs one specific On-Board Courier assignment: the assignment identified by the Assignment Reference and the Order Confirmation Reference stated at the head of this Agreement (the “Assignment”).

This Agreement does not apply to any other shipment or assignment. Each further assignment requires its own Customer Agreement, unless the Parties have executed a Master Service Agreement that expressly governs it.

1.2 Master Service Agreement

The Company may offer a separately executed Master Service Agreement to clients seeking an ongoing commercial relationship. This Agreement does not become a framework or master agreement through repeated use, and nothing in it obliges either Party to enter into further assignments.

1.3 The Service

The Company provides international On-Board Courier (“OBC”) services: a courier assigned by the Company accompanies the Shipment on scheduled commercial flights.

Depending on the accepted Offer, the Assignment may include:

- pickup of the Shipment;
- ground transfer to the departure airport;
- airline check-in;
- carriage by air accompanied by the courier, including transit and connecting flights;
- baggage collection;
- ground transfer from the arrival airport to the delivery address; and
- final delivery with a documented handover.

Pickup, airport transfers and final delivery are operational components of the OBC Assignment. The Company does not offer road-freight transportation as a separate service under this Agreement.

1.4 Planned Times

Flight schedules, airline acceptance, security screening and border controls are outside the Company’s control. Pickup, flight, connection and delivery times stated in an Offer, an Order Confirmation or another communication are planned times, unless a particular time is expressly guaranteed in the signed Offer or in another document signed by both Parties.

This Section does not exclude or limit liability that applies under Section 21, including liability for delay under a Convention where it applies.



1.5 Definitions

In this Agreement:

- “Offer” (also “Quotation”) means the Company’s written offer for the Assignment, identified by its reference and stating its issue time and its expiry time (Section 2.2).
- “Order Confirmation” means the Company’s written confirmation of the Client’s acceptance of the Offer.
- “Assignment Reference” means the Company’s case number of the Assignment; this Agreement bears the same number with the suffix “-AGR”.
- “Shipment” means the goods and documents tendered for the Assignment, with their packaging; each separately packed unit is a “Piece”.
- “Shipper” and “Consignee” mean the persons named as such in the accepted Offer or the Order Confirmation.
- “Courier” means the individual the Company assigns to accompany the Shipment (Section 15).
- “Service Fee” means the price of the agreed service level together with any confirmed extensions of that service, as stated in the accepted Offer or a confirmed revision of it. It does not include separately stated charges such as the Emergency Surcharge or the Cold-Chain Surcharge.
- “Operational Costs” means third-party costs of performing the Assignment, such as flights, accommodation, rental vehicles, ground transportation, airport handling and airline baggage charges. “Estimated Operational Costs” are those stated in the Offer; “Actual Operational Costs” are those actually incurred.
- “Cold-Chain Surcharge” means the surcharge stated in the Offer for a temperature-sensitive Shipment (Section 5.8).
- “Courier Outlays”, “Incident Reserve”, “Emergency Surcharge”, “Prepayment” and “Service Start” have the meanings given in Sections 13.1, 12.3, 11, 12.1 and 7.
- “Proof of Delivery” means the record of the handover at delivery described in Section 8.3.
- “Montreal Convention” means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999; “SDR” means the Special Drawing Right as defined by the International Monetary Fund.
- “Warsaw Convention” means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 12 October 1929, in whichever amended or supplemented form governs the carriage concerned. The Montreal Convention and the Warsaw Convention are each a “Convention”.

2. OFFER, ACCEPTANCE, ORDER CONFIRMATION AND EXECUTION

2.1 Requests

The Client may submit service requests containing the information reasonably required by the Company to evaluate and perform the requested service.

A request does not oblige the Company to make an Offer or to accept an assignment.

2.2 Offer

The Company issues a written Offer for the Assignment. The Offer states:

- the description of the Assignment, its origin and its destination;
- the service level;
- the Service Fee;
- the Estimated Operational Costs;
- the Incident Reserve;
- the Emergency Surcharge, where applicable;



- any other agreed charges;
- the required Prepayment;
- the version of the Payment Terms that applies;
- the version of these terms — the General Terms & Conditions — that governs the Assignment, with the addresses of its published text and of its PDF; and
- its issue time and its expiry time, each with its time zone.

The Client can read the General Terms & Conditions and the Payment Terms identified in the Offer, at the addresses it states, before signing it.

The Offer remains open for acceptance for 30 minutes from its issue and expires automatically at the expiry time it states, unless the Company issues a new Offer. An expired Offer can no longer be accepted, binds neither Party and creates no Assignment, even where a signature is submitted after its expiry. A later acceptance requires a new Offer, open for a new period of 30 minutes and based on availability, operational feasibility and pricing confirmed again.

2.3 Acceptance of the Offer

The Client accepts the Offer by signing it electronically, through the electronic-signature platform designated by the Company, before its expiry time. Whether the signature was made in time is determined by the time at which the platform records the completion of the signature, not by the time at which the Company is notified of it.

The signed Offer is the Client's binding order for the Assignment on the terms of the Offer, of the Payment Terms version identified in it and of the version of these terms identified in it, which the Offer incorporates. The expiry of the Offer does not affect an Offer accepted in time.

No Order Confirmation is issued before the Company has received the signed Offer. An Offer that expired without being accepted in time leads to no Order Confirmation, Customer Agreement, Prepayment invoice, booking or dispatch.

2.4 Order Confirmation

The Company then issues an Order Confirmation that references the accepted Offer. The Order Confirmation does not require the Client's signature.

The Order Confirmation confirms the Assignment and may record operational details consistent with the accepted Offer, such as routing and timing. It does not change the commercial terms of the accepted Offer; a change of them requires Section 10.

2.5 Execution of this Agreement

After the Order Confirmation, the Company presents this Agreement for the Assignment to the Client for electronic signature. This Agreement is executed when both the Client and the Company have signed it. It confirms the terms the Client accepted with the Offer, together with the details of the Assignment, and adds no other terms.

If the Client has not signed this Agreement within 24 hours after it was presented, the Company may cancel the Assignment by written notice; the Assignment is not cancelled automatically. This 24-hour period runs only after an Offer accepted in time (Section 2.3). A cancellation under this paragraph is not a cancellation by the Client under Section 6. Documented costs and other obligations that have already validly arisen are not affected by it.

2.6 Prepayment and Authorization to Dispatch

After this Agreement has been signed by both Parties, the Company issues the Prepayment Invoice or payment request under the Payment Terms.

The Company dispatches a courier, and books flights, accommodation or other third-party services for the Assignment, only after:



1. this Agreement has been signed by both Parties;
2. the required Prepayment has been received in full; and
3. the operational, compliance and documentary requirements of the Assignment are satisfied.

2.7 Final Invoice

After completion or other contractual conclusion of the Assignment, the Company issues the Final Invoice and reconciliation under Section 13 and the Payment Terms.

2.8 Four Distinct Steps

For clarity: the Client's signature on the Offer makes the Assignment binding (Section 2.3); the Order Confirmation confirms it (Section 2.4); the signature of this Agreement by both Parties executes the governing terms for the Assignment (Section 2.5); and authorization to dispatch depends on the Prepayment and on the requirements in Section 2.6.

3. CLIENT INFORMATION AND COOPERATION

The Client shall provide accurate and complete information reasonably required for the requested service, including, where applicable:

- shipment details;
- the number of Pieces and the weight and dimensions (length, width and height) of each Piece;
- value and contents, including any dangerous goods, temperature requirements and special handling needs;
- pickup and delivery information, including the persons authorized to hand over and to receive the Shipment;
- required documents;
- applicable deadlines;
- consignee information; and
- customs or regulatory information, including commodity codes, the country of origin and the identity of the importer of record, the exporter and any customs broker.

The Client shall promptly notify the Company of any material change.

4. CLIENT RESPONSIBILITIES

The Client is responsible for ensuring that:

1. the shipment is properly prepared and packaged;
2. all information supplied to the Company is accurate;
3. required documents are available and valid;
4. the shipment complies with applicable laws and transportation requirements;
5. authorized persons are available where required; and
6. the Client provides timely instructions and responses.

Failure to satisfy these obligations may result in delay, additional operational costs, cancellation or inability to perform the service.

4.1 Packaging and Labeling

The Client is responsible for packaging that is suitable for carriage by air as accompanied baggage — including handling, security screening and the climatic conditions of the route — and for labeling each Piece as agreed and as the law and the airline require, including any dangerous-goods marks and labels and any orientation or temperature labels.



4.2 Shipping Documents

The Client provides the shipping and customs documents required for the Assignment, complete and correct, before pickup (Section 17.5).

4.3 Inspections by Airlines and Authorities

Airlines, airport security, customs authorities and other competent authorities may inspect, screen, open, detain or seize the Shipment. The courier complies with their lawful instructions. The Company informs the Client of any inspection, detention or seizure that comes to its attention.

Delays and costs resulting from such measures are handled under Sections 9 and 13. The Company's liability for their consequences is determined by Section 21.

4.4 Acceptance Checks by the Company

Where lawful and operationally appropriate, the Company may carry out reasonable acceptance checks at pickup: counting and identifying the Pieces; checking their external condition, packaging, labels and seals; and comparing them with the documents and the information provided.

The Company opens a Piece or inspects its contents only with the Client's consent or where the law or a competent authority requires it. The Company may refuse to take over a Piece where a check that is reasonably required cannot be carried out.

4.5 Questions by Airline and Security Staff

The Client acknowledges that the courier must answer the questions of airline, security and border staff truthfully, including that the Shipment was packed by others and is carried on behalf of a client. Such answers may lead to additional screening, to the opening of packaging or to the airline's refusal of carriage.

5. SHIPMENT ACCEPTANCE, COMPLIANCE AND PROHIBITED GOODS

The Client shall not tender goods that are unlawful, prohibited, undeclared, improperly documented, or otherwise unsuitable for the requested transportation.

The Company may refuse, suspend or cancel an assignment where the shipment, documentation, routing or circumstances create legal, regulatory, safety or security concerns.

5.1 Standard Acceptance Limits

Unless the Company expressly agrees otherwise for the Assignment (Section 5.4), each Piece may weigh no more than 32 kg (approximately 70.55 lb) and may measure no more than 158 cm (approximately 62.20 in) in combined length, width and height.

These are the Company's standard commercial acceptance limits, not limits set by law. They do not override the requirements of the airline used for the Assignment: the acceptance of every Piece remains subject to that airline's rules, which may be stricter.

5.2 Cabin Baggage

A Piece travels as cabin baggage only where the airline and the applicable security rules permit it for that Piece.

5.3 Checked Baggage

A Piece suitable for normal checked-baggage handling may travel as checked baggage, checked in and collected under the airline's ordinary procedures.

While a Piece is in the airline's custody as checked baggage, the courier does not have physical control of it. This does not



affect the Company's liability under Section 21.

5.4 Oversized or Special Baggage

The Company may accept Pieces exceeding the limits in Section 5.1 after prior express approval stated in the Offer or the Order Confirmation. Oversized or special baggage is not excluded as such; its acceptance is subject to:

- airline approval;
- aircraft restrictions;
- airport handling capabilities;
- the availability of oversized-baggage check-in and of special baggage collection;
- security requirements;
- operational feasibility; and
- the deadlines of the Assignment.

Separate counters or collection areas for oversized or special baggage may require additional handling time. The Company takes this into account before confirming the Assignment. Airline charges for excess, oversized or special baggage are Operational Costs.

5.5 Incorrect Shipment Information

Where the number, weight, dimensions, packaging or contents of the Shipment differ materially from the information provided, the Company may refuse to take over the Shipment or may reassess the Assignment — including its routing, feasibility and charges — through a revised Offer under Section 10. Additional costs caused by the incorrect information are borne by the Client.

5.6 Goods Not Accepted

The Company does not accept:

- goods whose carriage, export, import or transit is prohibited by applicable law, by sanctions, or by the rules of the airline or airport concerned, and any other unlawful goods;
- goods requiring a license, permit or other authorization that has not been obtained and presented to the Company;
- firearms, weapons and their relevant parts, ammunition, explosives and fireworks;
- cash, banknotes, bearer negotiable instruments and traveler's checks;
- live or dead animals, and human remains;
- illegal drugs, and narcotics or other controlled substances except medicines whose carriage the law permits with the required authorizations (Section 5.7);
- dangerous goods that may not be carried in the passenger-baggage configuration used for the Assignment under the ICAO Technical Instructions, the IATA Dangerous Goods Regulations or the airline's rules (Section 5.11); and
- Shipments that are undeclared or materially misdeclared.

5.7 Goods Accepted Only After Verification and Express Approval

The following goods are accepted only after the Company has verified the commodity, the documents and the conditions of carriage for the route and the airline concerned, and has expressly approved the Shipment in writing for the Assignment:

- dangerous goods that the ICAO Technical Instructions, the IATA Dangerous Goods Regulations and the airline permit in passenger baggage, such as eligible lithium batteries or dry ice within the permitted quantities (Section 5.11);
- temperature-sensitive and temperature-controlled goods (Section 5.8), and perishable goods;
- precious metals, precious stones, jewelry, works of art, valuable stamps and other high-value goods;



- export-controlled, dual-use or otherwise regulated commodities;
- pharmaceuticals, medical devices, samples, biological material, tissue and blood, with the permits they require;
- foodstuffs, plants and seeds;
- alcohol, tobacco and other excise goods; and
- Pieces exceeding the standard acceptance limits, and other oversized or special baggage (Section 5.4).

An approval applies only to the Assignment, the route and the airline for which it is given. It never overrides applicable law, the airline's requirements, security rules, import or export restrictions or required permits, and no goods are accepted merely because they belong to a category listed in this Section. Until the Company has confirmed how such goods may travel, it gives no travel recommendation for them.

5.8 Temperature-Controlled Shipments

A Shipment is not excluded because it requires temperature control. Its acceptance depends on the commodity, on airline restrictions — including restrictions on coolants such as dry ice —, on the packaging and equipment, on the documentation and on operational feasibility.

The temperature requirements of the Shipment, and any measures to keep them, are those stated in the accepted Offer — a range as the Shipment states it, for example 2–8 °C (36–46 °F). The Company follows the temperature handling instructions agreed there.

The Cold-Chain Surcharge compensates the Company for the special handling, the enhanced monitoring and attention, and the additional coordination and operational effort that a temperature-sensitive Shipment requires; it is not merely a reimbursement of external costs. Unless the accepted Offer expressly provides otherwise, it does not include active refrigeration, the replenishment of dry ice or other coolants, a guaranteed continuous temperature control, a guarantee of a particular temperature range, or specialized equipment.

The Company does not guarantee a temperature performance that the packaging, the equipment and the transport arrangement selected for the Shipment cannot support.

5.9 Missing Documents and Inadequate Packaging

A Shipment that lacks required documentation, or is inadequately packed or labeled, is not taken over until the deficiency is remedied. Section 8.9 applies to the resulting delay.

5.10 Right to Refuse

The Company may refuse or stop the carriage of a Shipment at any time for legitimate safety, legal, compliance or operational reasons. It documents the reason and the costs incurred.

Where the refusal, suspension or interruption results from prohibited goods tendered by the Client, from a material misdeclaration, from missing mandatory documents or from another breach attributable to the Client, the Assignment is settled as a cancellation by the Client at that moment under Section 6, together with the costs already incurred or irrevocably committed. The same applies where an airline or a competent authority refuses or stops the Shipment for such a reason.

Where the refusal results from a reason not attributable to the Client — such as force majeure, a change of regulation, or an airline's or authority's decision for reasons of its own — Section 16 applies instead.

5.11 Dangerous Goods and Restricted Articles

AAT Forwarding LLC may accept dangerous goods and restricted articles only following an individual assessment and express written approval for the specific Assignment.

The assessment shall be based on the applicable ICAO Technical Instructions for the Safe Transport of Dangerous Goods by



Air (Doc 9284), IATA Dangerous Goods Regulations (DGR), relevant airline requirements and applicable national and international laws.

Approval is subject to verification of:

1. The correct classification and identification of the goods, including UN number and hazard class where applicable.
2. Whether carriage is legally permitted in passenger cabin baggage, checked baggage or another expressly authorized transport configuration.
3. Applicable quantity, packaging, marking, labeling, documentation and security requirements.
4. Any required airline or competent-authority approvals.
5. The feasibility of the proposed route, connections and participating airlines.
6. The courier's ability to transport the goods lawfully and safely.

AAT Forwarding LLC reserves the right to refuse or withdraw acceptance where the required conditions cannot be met.

No dangerous goods may be dispatched without the required operational approval.

No courier is offered the Assignment before the transport verification has been completed and approved by AAT Forwarding LLC's operations. The transport feasibility check, including the applicable ICAO and IATA requirements, airline restrictions, routing and passenger baggage eligibility, takes place before the Assignment is offered to any courier.

The Client is responsible for providing complete, accurate and truthful information concerning the contents and classification of the Shipment.

An operational approval by AAT Forwarding LLC does not override any applicable legal prohibition or airline restriction.

The fact that an item is permitted as air cargo does not automatically mean that it is permitted in the baggage of an On-Board Courier traveling as a passenger.

6. CANCELLATION

6.1 More Than 24 Hours Before Service Start

If the Client cancels more than 24 hours before Service Start, no Service Fee is payable.

The Client remains responsible for third-party costs already incurred or irrevocably committed by the Company in connection with the assignment.

Any portion of prepaid amounts that is not required to satisfy such incurred or irrevocably committed costs shall be refunded or credited in accordance with the applicable Payment Terms.

6.2 Within 24 Hours Before Service Start

If the Client cancels within 24 hours before Service Start, 100% of the applicable Service Fee is payable, together with all third-party costs already incurred or irrevocably committed by the Company.

6.3 After Service Start

After Service Start, 100% of the applicable Service Fee is payable, together with all applicable operational costs and other amounts due under this Agreement.

6.4 Emergency / Immediate Dispatch

For an Emergency or Immediate Dispatch assignment, once the assignment has been confirmed and the required prepayment has been received, 100% of the applicable Service Fee is payable.

Any Emergency Surcharge is payable to the extent that the Company has allocated resources, incurred costs, or irrevocably committed third-party services before cancellation.



6.5 Incident Reserve on Cancellation

The Incident Reserve follows the treatment of the Service Fee under Sections 6.1 to 6.4: it is not payable where no Service Fee is payable, and it is payable where the Service Fee is payable. It is calculated as provided in Section 12.3 and is never charged twice; a prepaid Incident Reserve that is not payable is refunded or credited under the Payment Terms.

This Section does not apply where the Assignment becomes impossible for a reason for which neither Party is responsible (Section 16).

7. SERVICE START

“Service Start” means the earliest of:

- (a) the scheduled pickup, departure or dispatch time stated in the applicable Order Confirmation;
- (b) the Company’s dispatch of personnel for the assignment; or
- (c) the Company’s incurrence of third-party costs or irrevocable commitment of resources for the assignment.

8. PICKUP, DELIVERY AND CLIENT-CAUSED DELAY

8.1 Documented Pickup

At pickup the courier takes over the Shipment against a documented handover. The Pieces are counted and identified by the references, labels and seals agreed; their external condition is noted; and the person handing over the Shipment confirms the handover, as a rule by signature. Where no signature is given, the courier records the reason and the condition of the Shipment, including by photograph.

8.2 Delivery and Recipient Identification

The courier delivers the Shipment to the Consignee at the agreed delivery address, or to another person or address that the Client authorizes in writing. The courier may ask the recipient for identification and may withhold delivery where the recipient’s identity or authority cannot reasonably be confirmed.

8.3 Proof of Delivery

Delivery is documented by a Proof of Delivery stating the time and place of delivery and the name of the recipient, signed by the recipient. Where the recipient does not sign, the courier records the reason and photographs the Shipment at handover. The Company makes the Proof of Delivery available to the Client.

8.4 Pickup and Delivery Obstacles

Where pickup or delivery cannot proceed as planned — in particular because the Shipment is not handed over, the recipient is unavailable, delivery is refused, customs clearance has not been completed, the instructions are incomplete or incorrect, or the handover at pickup was delayed — the courier informs the Company’s operations immediately. The Company immediately tries to reach the Client and the contacts the Client has authorized for the Assignment, and evaluates the practical alternatives at once, such as another authorized recipient, safe temporary custody, an alternative delivery or a return.

No fixed waiting period applies.

8.5 Instructions and Alternatives

The Client shall give instructions without undue delay. The Company follows reasonable and lawful instructions where feasible, such as delivery to an alternative recipient or address, a further delivery attempt, temporary custody or storage, or return transportation.



8.6 Temporary Custody and Storage

Pending instructions, or where delivery cannot be completed, the Company may keep the Shipment in safe custody or arrange temporary storage with a secure provider, where legally and operationally permitted. The courier is not required to remain at the location, or to keep the Shipment in personal custody, indefinitely. The Company documents where the Shipment is kept, from when and in whose custody.

8.7 Return Transportation

Where the Client so instructs and it is feasible, the Company returns the Shipment to the Shipper or to another address the Client designates. A return is agreed as a change under Section 10.

8.8 No Disposal

The Company does not sell, destroy or otherwise dispose of the Shipment. This does not apply to measures that a competent authority orders or the law requires, or that are necessary to avert an immediate danger to persons or property; the Company informs the Client of any such measure without delay.

8.9 Client No-Show and Client-Caused Delay

If performance is delayed or prevented because of the Client, its representatives, the shipper, consignee or another party acting on the Client's behalf, the Client remains responsible for the resulting operational consequences and costs.

This includes, where applicable, additional accommodation, transportation, rebooking or other necessary operational expenditure.

8.10 Costs

Actual Operational Costs and Courier Outlays resulting from a pickup or delivery obstacle, from custody or storage, or from a return, for which the Company is not responsible, are charged under Section 13. The Company charges no waiting, standby or storage fee of its own (Section 9).

8.11 Protective Measures and Ending the Assignment

Where instructions cannot be obtained in time, the Company may take proportionate, documented and lawful measures to protect the Shipment and the persons involved, such as safe custody or storage.

Where the Client's lack of cooperation continues and performance cannot reasonably proceed, the Company may suspend the Assignment or end it by written notice, subject to applicable law. An unanswered call does not by itself end the Assignment.

If the obstacle is attributable to the Client, the Assignment is settled as a cancellation by the Client at the time of the notice under Section 6, together with the costs under Section 8.10. If it is not attributable to the Client, Section 9 or Section 16 applies instead of a cancellation charge.

9. WAITING, DELAYS AND OPERATIONAL DISRUPTION

Time-critical services may be affected by circumstances including:

- flight disruption;
- customs or immigration procedures;
- security requirements;
- regulatory intervention;
- carrier changes;
- customer or shipper delays;



- routing changes; or
- other circumstances outside the Company's reasonable control.

Such circumstances do not create a separate automatic waiting, standby or mobilization fee.

Resulting additional operational costs are handled through the applicable prepayment, Incident Reserve and final reconciliation.

Avoidable additional costs that the Company, or a courier acting for it, caused through its own fault — for example a flight missed through the courier's fault — are borne by the Company and are not charged to the Client. After a disruption, the Company informs the Client promptly, examines the alternatives and arranges a reasonable rebooking or other mitigation. This does not waive defenses available to the Company under applicable law and is not a guarantee of performance.

10. CHANGES TO AN ASSIGNMENT

Changes requested after an Order Confirmation may affect availability, routing, costs, timing and applicable charges.

Operational changes — such as a substituted flight, a changed route or connection, or the replacement of the courier — may be recorded in an updated Order Confirmation or another operational communication, provided that they do not alter the agreed commercial terms.

A change of the Service Fee, the scope, the service level, a special handling commitment or the charges payable by the Client binds the Client only once the Client has expressly accepted it in a form that is recorded, such as a signed revised Offer. Where an emergency requires immediate measures before the Client can be reached, Sections 8.11 and 9 apply.

The Client shall not assume that a requested change has been accepted until confirmed by the Company.

A confirmed change that alters the Service Fee changes the Incident Reserve to 50% of the revised Service Fee and may require an additional Prepayment (Payment Terms, Section 7.3).

11. EMERGENCY AND IMMEDIATE DISPATCH

Emergency and Immediate Dispatch services may require rapid allocation of personnel, transportation and third-party resources.

An Assignment designated as Emergency or Immediate Dispatch in the Offer bears the surcharge stated there (the "Emergency Surcharge").

Once confirmed, the Client acknowledges that third-party costs may become immediately incurred or irrevocably committed and that cancellation protections may therefore be limited as provided in this Agreement.

12. PREPAYMENT AND FINANCIAL SECURITY

12.1 Prepayment

The Company requires prepayment before commencing an assignment unless expressly agreed otherwise in writing.

The required prepayment (the "Prepayment") consists of:

- estimated operational costs;
- applicable Emergency Surcharge; and
- Incident Reserve equal to 50% of the applicable Service Fee.

Required Prepayment = Estimated Operational Costs + Emergency Surcharge (if applicable) + Incident Reserve

The Service Fee itself is not included in the standard prepayment and is charged in the Final Invoice.



12.2 Estimated Operational Costs

Estimated operational costs may include, without limitation:

- flights;
- accommodation;
- rental vehicles;
- ground transportation;
- airport handling; and
- other assignment-related third-party costs.

The Company may calculate estimated operational costs using current available cost information together with a reasonable allowance for changes in prices, availability, timing, exchange rates and booking conditions between quotation and actual booking.

Estimated operational costs are not final charges.

12.3 Incident Reserve

The Incident Reserve equals 50% of the applicable total Service Fee stated in the accepted Offer, including confirmed extensions. Separately stated surcharges, such as the Emergency Surcharge and the Cold-Chain Surcharge, are not part of its calculation basis.

For example:

Service Fee: USD 2,400

Incident Reserve: USD 1,200

The Incident Reserve is charged in addition to the Service Fee and forms part of the required prepayment.

The Incident Reserve is a fixed charge of the Assignment. It compensates the Company for the operational risk, contingency capacity and financial exposure of time-critical services. For an Assignment performed as confirmed, it remains chargeable in full and is included as a separate line item in the Final Invoice, regardless of the contingency expenditure actually incurred. It is not a refundable deposit and not an account from which costs are drawn.

The Incident Reserve does not limit the Client's responsibility for Operational Costs and Courier Outlays, which are charged separately at their actual amounts.

If actual additional operational costs or Courier Outlays require further funds to continue the assignment, the Company may require additional payment from the Client before continuing where reasonably necessary.

Its treatment on cancellation is governed by Section 6.

12.4 Insufficient Prepayment

If the required prepayment is insufficient to continue an assignment or to secure required third-party services, the Company may require additional payment before continuing.

The Company is not required to advance unlimited funds on behalf of the Client.

13. FINAL RECONCILIATION

Following completion or termination of an assignment, the Company will reconcile the assignment based on actual applicable amounts.

The Final Invoice may include:

- Actual Operational Costs;



- actual permitted Courier Outlays;
- applicable Emergency Surcharge;
- Incident Reserve;
- applicable Service Fee;
- other agreed charges, such as the Cold-Chain Surcharge; and
- applicable credits.

All prepayments are credited against the Final Invoice. No amount is charged twice: an amount already invoiced with the Prepayment is credited, not charged again.

Final Balance

Actual Operational Costs
+ Courier Outlays
+ Emergency Surcharge, if applicable
+ Incident Reserve
+ Service Fee
+ Other agreed charges, if applicable
– Prepayments and Credits
= Final Balance

If the Final Balance is positive, the Client shall pay the remaining amount.

If the Final Balance is negative, the excess prepayment shall be refunded or credited in accordance with the applicable Payment Terms.

13.1 Courier Outlays

“Courier Outlays” means documented third-party expenses properly incurred by a courier in performing an assignment and reimbursed by the Company, including permitted transportation, meals, parking, visa fees, local transportation and comparable assignment-related expenses.

Courier Compensation payable by the Company to its couriers is an internal Company cost and is not separately invoiced to or disclosed to the Client.

13.2 Cancelled or Uncompleted Assignments

For a cancelled or uncompleted Assignment, the Final Invoice reflects only the amounts payable under Sections 2.5, 5.10, 6, 8.9, 8.11 and 16. The calculation for a completed Assignment does not override those Sections.

14. PAYMENT

Payment methods, payment deadlines, prepayment requirements, invoicing procedures and other payment mechanics are governed by the Payment Terms applicable to the assignment: the version identified in the accepted Offer.

Unless otherwise expressly agreed in writing, the Client shall make required payments within the applicable payment period.

The Company may suspend or decline performance where required payment has not been received.

Payments are made only to the Company, using the payment instructions it has authorized. A payment to a courier or to any other person does not discharge the Client, unless the Company has expressly authorized that arrangement in writing.

To the extent permitted by applicable law, the Client pays the Company’s invoices without set-off or withholding, except against claims that the Company has accepted in writing or that have been finally decided. This does not exclude rights or



defenses that mandatory law gives the Client.

15. COURIERS AND THIRD-PARTY PROVIDERS

15.1 The Assigned Courier

The Company selects and assigns the courier according to operational requirements, availability, qualifications, routing, travel documents and other relevant considerations, and may replace the assigned courier where operationally necessary. The Client contracts with the Company only, not with the courier.

15.2 Company Personnel

The courier may be a member of the Company's personnel: an owner or member, an officer, an employee or another authorized representative of the Company ("Company Personnel"). This designation does not imply any particular employment status.

15.3 Independent Contractors

The courier may be a self-employed courier engaged by the Company under a separate written agreement (an "Independent Contractor").

15.4 Operational Requirements

Every courier, of either category, must comply with the operational requirements of the Assignment, including those relating to shipment acceptance, security, documentation, transportation, customs compliance, communication, pickup, delivery and Proof of Delivery.

15.5 The Company's Responsibility

The Company remains responsible to the Client for the performance of the Assignment by the courier it assigns, whether Company Personnel or an Independent Contractor, in accordance with and subject to Section 21. The engagement of an Independent Contractor does not by itself relieve the Company of responsibilities it has under this Agreement or by law.

15.6 Other Third-Party Providers

The Company may use airlines, hotels, transportation providers, handling companies and other third-party providers as reasonably necessary to perform an assignment.

Except where a Convention or other mandatory law makes the Company responsible for them, the Company is not responsible for independent acts or failures of third-party providers except to the extent caused by the Company's own breach, negligence or other liability that cannot lawfully be excluded.

Third-party costs properly incurred for the assignment remain payable by the Client.

15.7 Confidential Arrangements

Courier compensation and the Company's internal arrangements with its personnel and contractors are confidential and are not disclosed to the Client.

16. OPERATIONAL IMPOSSIBILITY

The Company may suspend, modify or terminate an assignment where performance becomes unlawful, impossible, unsafe or commercially unreasonable due to circumstances beyond the Company's reasonable control.

Where reasonably practicable, the Company will inform the Client and seek appropriate alternatives.

The Client remains responsible for costs already incurred or irrevocably committed.



Where the Assignment becomes impossible after Service Start for a reason for which neither Party is responsible, such as the closure of an airspace, it is not treated as a cancellation by the Client. The Company settles it on the basis of the part of the Service Fee that corresponds to the services actually performed, the Actual Operational Costs and Courier Outlays documented, the third-party commitments that cannot be recovered, and credits or refunds for the services not performed. The Incident Reserve follows the same settlement, in the same proportion as the Service Fee, and is not retained as on a cancellation by the Client. No other charge applies.

Liability for the Shipment is determined by Section 21.

17. COMPLIANCE, CUSTOMS AND SANCTIONS

17.1 Compliance

The Client shall comply with applicable laws and regulations relating to the shipment and requested service, including applicable customs, export control, import control, sanctions and transportation requirements.

The Company may conduct reasonable compliance checks before or during an assignment.

The Company may refuse, suspend or cancel an assignment where continued performance could create a legal, sanctions, export-control, customs, safety or security risk.

The Client provides accurate information about itself and about the Shipper, the Consignee and the other parties to the Shipment, including beneficial ownership, where the law requires it or where it is reasonably necessary for compliance. The Client represents that neither it nor, to its knowledge, any of those parties is a person subject to sanctions, is owned or controlled by such a person, or acts on behalf of such a person, and informs the Company without delay of any material change.

The Company may suspend or refuse performance where the law requires it or where a substantiated compliance concern arises. The amounts payable then depend on the actual reason and on whether it is attributable to the Client (Sections 5.10 and 16); a stop is not by itself a breach by the Client.

17.2 Customs Roles

The Company acts exclusively as the organizer of the On-Board Courier transportation. It is not the importer of record, the exporter of record or the customs broker for the Shipment.

The Client is responsible for customs clearance, for the import and export documentation, for duties and taxes, and for appointing any licensed customs broker that is required. It identifies the legally responsible importer and exporter, ensures that they and any customs broker are available when the Assignment requires them, and supplies accurate documents.

17.3 Import

The importer of record designated for the Shipment, or the customs broker it appoints, is responsible for import clearance at destination, as applicable law provides. Duties, taxes and import clearance are for the account of the Consignee, unless the Offer states otherwise; as between the Parties, the Client remains responsible for them (Section 17.2).

If duties, taxes or charges are nevertheless demanded from the Company or the courier, the Client reimburses them as Operational Costs. The Company is not obliged to advance them.

17.4 Export

The exporter, or its authorized representative, is identified by the Client and fulfills the export obligations — declarations, licenses and other formalities — as applicable law provides.



17.5 The Client's Customs Obligations

The Client provides or arranges, as the Assignment requires:

- accurate descriptions of the Shipment;
- commercial invoices;
- customs documentation;
- required permits and licenses;
- export and import declarations;
- commodity information, including commodity codes and the country of origin;
- the contact details of the persons responsible at origin and destination;
- the details of the customs broker;
- required authorizations; and
- the payment of applicable duties and taxes.

17.6 Obligations of the Company and the Courier

The Company and the courier comply with the legal obligations that apply to their own activities, including inspections and security controls.

Where the law of a jurisdiction requires the traveling courier personally to declare the goods, or imposes another customs or legal obligation on the courier as the person carrying them, the courier fulfills it on the basis of the information and documents the Client provides. Such a mandatory personal declaration or obligation of the courier does not by itself make the Company the Client's customs broker, importer or exporter.

The courier makes no customs declaration on the Client's behalf. Nothing in this Agreement relieves any person of a mandatory legal duty.

17.7 Statements in the Offer

Where the Offer states who clears the goods, that statement forms part of this Section.

18. CLIENT INDEMNIFICATION

The Client shall indemnify and hold harmless the Company, its personnel and the couriers the Company assigns, of either category (Section 15), from third-party claims, losses, liabilities and reasonable costs — including fines, penalties, duties and taxes imposed by a competent authority on the Company or its couriers — arising from:

- inaccurate or incomplete information supplied by the Client, including about contents, weight, dimensions, value or dangerous goods;
- unlawful or prohibited shipment contents;
- Client instructions or omissions;
- the absence of a properly identified importer of record, exporter or customs broker, or of required documents or permits;
- Client breach of applicable law; or
- Client breach of this Agreement,

except to the extent caused by the own negligence, willful misconduct or unlawful act of the Company or of the courier, or by other liability that cannot lawfully be excluded. This Section does not affect liability that mandatory transport law imposes.



The couriers may rely on this Section; Section 29 is subject to it.

19. CONFIDENTIALITY

Each Party shall keep confidential non-public business, commercial, operational and other confidential information received from the other Party in connection with the services.

Confidential information may be disclosed where required by law, regulation, court order or competent authority.

These obligations survive termination of this Agreement for so long as the information remains confidential.

20. DATA

Each Party may process personal information reasonably necessary to perform, administer, document and protect the services and the contractual relationship.

The Company may share necessary information with airlines, hotels, transportation providers, customs authorities, security providers and other service providers where reasonably required for performance or compliance.

The Company may record the pickup and the delivery, including signatures, names and photographs of the Shipment, to document the Assignment. Personal information about the courier is disclosed to the Client only as needed to perform the Assignment.

Each Party shall comply with applicable data protection laws.

How the Company handles personal information is described in its Privacy Policy, published at <https://aatforwarding.com/privacy>.

21. LIABILITY

21.1 General Principles

Each Party is responsible for losses directly caused by its own breach of this Agreement, negligence, willful misconduct or violation of applicable law, subject to applicable legal limitations.

Nothing in this Agreement excludes or limits liability that cannot lawfully be excluded or limited.

21.2 The Conventions

Where the carriage of the Shipment by air under the Assignment is international carriage within the meaning of Article 1 of the Montreal Convention, the Company's liability for the destruction or loss of, damage to, or delay of the Shipment in that carriage is governed by the Montreal Convention, including its conditions, defenses and limits of liability, to the extent the Convention applies.

Where the Warsaw Convention governs the carriage instead, its mandatory provisions, limits of liability and rules on notices and actions apply, and the references in this Section to the Montreal Convention are read as references to it to that extent. The Montreal Convention does not govern every international flight.

Where neither Convention governs the carriage by air under the Assignment, Articles 18, 19, 20, 22(3), 22(4), 22(6), 23, 31 and 35 of the Montreal Convention apply to it as terms of this Agreement, to the extent permitted by the applicable law. This does not make that carriage subject to the Montreal Convention by law.

21.3 Cargo Liability Limit

Where the Montreal Convention applies, liability for the destruction, loss, damage or delay of the Shipment is limited under Article 22(3) to 26 Special Drawing Rights (SDR) per kilogram — the limit in force since 28 December 2024 under the revision



procedure of Article 24 — or to such other limit as is in force under Article 24 when the damage occurs.

For convenience only: 26 SDR per kilogram corresponds to approximately 11.79 SDR per pound (lb). The limit per kilogram is authoritative; no separate limit per pound applies.

The SDR is a unit of account of the International Monetary Fund. Its value in US dollars, euros or any other currency changes daily, so this Agreement states no fixed amount in any currency. Conversion into a national currency follows Article 23 of the Convention.

This Agreement sets no lower limit than the Convention; a provision that would do so is null and void under Article 26 of the Convention.

21.4 Weight Taken Into Account

The weight taken into account is the total weight of the Piece or Pieces concerned. Where the destruction, loss, damage or delay of part of the Shipment affects the value of other Pieces of the same consignment, the total weight of those Pieces is also taken into account (Article 22(4)).

21.5 Special Declaration of Interest

A declared value is not a standard service. The limit in Section 21.3 does not apply where the Client, on its written request, has made a special declaration of interest in delivery at destination when handing over the Shipment, the Company has expressly accepted it in writing for the Assignment, and any supplementary sum and special conditions were agreed in writing before the declaration took effect. The Company is then liable up to the declared sum, unless it proves that the sum is greater than the Client's actual interest in delivery at destination (Article 22(3)).

21.6 Carriage by Air and Ground Segments

The carriage by air comprises the period during which the Shipment is in the charge of the carrier (Article 18(3)). It does not extend to carriage by land performed outside an airport.

Where such carriage by land takes place in the performance of the Assignment for the purpose of loading, delivery or transshipment — which may include the transfer from the pickup address to the departure airport and from the arrival airport to the delivery address — any damage is presumed, subject to proof to the contrary, to have been the result of an event that took place during the carriage by air (Article 18(4)).

If the Company, without the Client's consent, substitutes carriage by another mode of transport for the whole or part of a carriage intended under the Assignment to be carriage by air, that carriage is deemed to be within the period of carriage by air (Article 18(4)).

Where it is proven that an event occurred outside the carriage by air, the Montreal Convention does not govern it, and Section 21.9 applies.

21.7 Delay

Where the Montreal Convention applies, the Company is liable for damage occasioned by delay in the carriage of the Shipment by air, unless it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures (Article 19). The limit in Section 21.3 also applies to damage occasioned by delay.

21.8 Defenses

Where the Montreal Convention applies, the Company may rely on every defense the Convention provides, including those of Article 18(2) — inherent defect, quality or vice of the cargo; defective packing performed by a person other than the carrier or its servants or agents; an act of war or an armed conflict; an act of public authority carried out in connection with the entry, exit or transit of the cargo — and the exoneration of Article 20 where the damage was caused or contributed to by the



negligence or other wrongful act or omission of the person claiming compensation.

21.9 Liability Outside the Conventions

For claims that no Convention governs, Sections 21.1, 21.10 and 21.11 apply, together with the following.

To the extent permitted by law, the Company's liability for the destruction, loss, damage or delay of the Shipment during the OBC service — from pickup to final delivery, including the transfers to and from the airports — is limited to the amount per kilogram provided in Section 21.3, with Sections 21.4 and 21.5. This is a contractual limit; it does not make that carriage subject to the Montreal Convention by law.

To the extent permitted by law, the Company's total liability for other claims arising out of or in connection with the Assignment, whether in contract, tort or otherwise, shall not exceed the applicable Service Fee for the Assignment.

These limitations do not apply to liability that cannot lawfully be excluded or limited.

21.10 Indirect and Punitive Damages

To the extent permitted by law, neither Party shall be liable for indirect, incidental, special, consequential or punitive damages.

Where a Convention applies, this Section does not exclude damages recoverable under that Convention within its limits; under the Montreal Convention, punitive, exemplary or other non-compensatory damages are not recoverable (Article 29).

21.11 Payment Obligations and Indemnity

The limitations in this Section do not limit the Client's payment obligations under this Agreement or the Client's obligations under Section 18.

21.12 Notice of Damage, Delay and Loss

Visible damage, missing Pieces and the condition of the Shipment should be noted on the Proof of Delivery at handover. A Proof of Delivery signed without a note of damage is rebuttable evidence that the Shipment was delivered in good condition; it does not exclude proof of damage that was not apparent at handover (Article 31(1)).

Where a Convention governs the claim, the person entitled to delivery gives written notice to the Company within the periods that Convention prescribes. Under the Montreal Convention, notice is given:

- of damage, including damage discovered only after delivery, forthwith after its discovery and at the latest within 14 days from the date of receipt of the Shipment; and
- of delay, at the latest within 21 days from the date on which the Shipment was placed at the recipient's disposal.

If no notice is given within those periods, no action lies against the Company, save in the case of fraud on its part (Article 31(4)).

For a claim that no Convention governs, these periods apply only where Section 21.2 applies the Convention's provisions as terms of this Agreement and the applicable law permits them; otherwise the applicable law determines any period for notice. A loss is notified as soon as practicable.

The notice identifies the Assignment Reference and describes the damage, delay or loss. The claimant keeps the packaging and the damaged goods available for inspection, and provides the evidence available, such as photographs, the commercial invoice and repair or replacement estimates.

21.13 Time Limit for Actions

Where the Montreal Convention applies, the right to damages is extinguished if an action is not brought within two years, reckoned from the date of arrival at the destination, from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped (Article 35). Where the Warsaw Convention applies, the period it prescribes applies. For



a claim that no Convention governs, the period is the one the applicable law provides, or that of Article 35 as a term of this Agreement where Section 21.2 applies it and the law permits.

22. CARGO INSURANCE

22.1 Cargo Insurance by the Client

The Client is solely responsible for arranging and maintaining adequate cargo insurance covering the Shipment's full declared or actual value, as appropriate, throughout the Assignment, including pickup, air transportation, transfers and final delivery.

22.2 Not Included in the Charges

Cargo insurance is not included in AAT Forwarding LLC's standard Service Fee, Operational Costs, Incident Reserve or surcharges.

22.3 Insurance Arranged on Request

AAT Forwarding LLC is not obligated to procure cargo insurance on behalf of the Client unless expressly agreed in writing for the specific Assignment. Any such arrangement is subject to availability, written confirmation of coverage and separately agreed charges.

22.4 Limits of Liability

The Client acknowledges that the liability of AAT Forwarding LLC and participating air carriers may be limited by applicable international conventions, mandatory law and the agreed contractual liability provisions. The value of the Shipment may exceed those limits.

22.5 Liability That Cannot Be Excluded

The Client's responsibility to arrange cargo insurance does not exclude, reduce or replace any liability of AAT Forwarding LLC that cannot lawfully be excluded or limited.

22.6 Other Insurance

Each Party maintains the insurance that applicable law requires of it. Insurance that the Company may maintain for its own business, such as liability insurance, is separate from cargo insurance for the Shipment and does not take its place.

23. SUSPENSION

The Company may suspend performance where reasonably necessary for:

- non-payment;
- safety concerns;
- security concerns;
- compliance concerns;
- missing or invalid documentation;
- suspected fraud;
- unlawful instructions; or
- other material risks to the Company, its personnel or third parties.



24. TERMINATION

24.1 End of this Agreement

This Agreement ends when the Assignment has been completed or otherwise concluded and finally reconciled under Section 13.

24.2 Cancellation, Refusal and Suspension

Cancellation by the Client is governed by Section 6. Cancellation, refusal, suspension and termination by the Company for the reasons stated in Sections 2.5, 5, 8.11, 16, 17 and 23 are governed by those Sections.

24.3 Termination for Material Breach

Either Party may terminate the Assignment by written notice where the other Party materially breaches this Agreement and, where the breach is capable of remedy, does not remedy it without undue delay after being notified of it.

To the extent the applicable insolvency law permits, the Company may also terminate the Assignment by written notice where the Client becomes insolvent or ceases to pay its debts as they fall due.

24.4 Effect

Termination does not affect rights or payment obligations arising from services already performed, costs already incurred or irrevocably committed, or provisions that by their nature survive, including Sections 13, 14, 18 to 22 and 35.

25. INDEPENDENT CONTRACTOR

The Company is an independent service provider and not an employee, agent, partner or joint venturer of the Client.

Nothing in this Agreement creates an employment relationship, partnership, joint venture or fiduciary relationship between the Parties.

26. NOTICES AND COMMUNICATIONS

The Parties may communicate through email, electronic systems, designated platforms and other communication channels approved by the Company.

Electronic communications may constitute written notice and acceptance where legally permissible.

A notice under Section 21.12 is given in writing, by email to the Company's operations address stated in the Order Confirmation, and identifies the Assignment Reference.

27. ELECTRONIC CONTRACTING

The Parties agree that electronic quotations, Order Confirmations, approvals, signatures, acknowledgments and other electronic records may be used to establish and document contractual acceptance to the extent permitted by applicable law. This includes the electronic signature of the Offer (Section 2.3) and of this Agreement (Section 2.5). The time at which the electronic-signature platform records the completion of a signature is the time of that signature.

28. ORDER OF PRECEDENCE

Mandatory law, including a Convention where it applies, prevails over every document of the Assignment.

For the Assignment, the documents govern the following matters:



1. the signed Offer — the scope of the Assignment, the service level, the amounts, the Prepayment, the validity of the Offer and any assignment-specific commercial term expressly stated in it;
2. this Agreement, which contains the General Terms & Conditions identified in the Offer — all other contractual terms, including cancellation, Service Start, liability and claims;
3. the Order Confirmation — the confirmation of the Assignment and the operational details it records consistently with the signed Offer; and
4. the Payment Terms — payment mechanics and financial administration.

An assignment-specific commercial term expressly stated in the signed Offer prevails over a general provision of this Agreement on the same matter. In every other conflict, this Agreement prevails over the Offer, and both prevail over the Order Confirmation and the Payment Terms. The unsigned Order Confirmation does not change a term of the signed Offer or of this Agreement, and a summary of these terms in an Offer or an Order Confirmation does not modify them.

29. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely between the Company and the Client.

No third party is intended to receive rights or benefits under this Agreement unless expressly provided otherwise in writing.

This does not affect rights that mandatory law, including a Convention, confers on the Consignee or on other persons.

30. FORCE MAJEURE

Neither Party shall be liable for failure or delay caused by circumstances beyond its reasonable control, including natural disasters, war, terrorism, governmental action, strikes, major transportation disruption, infrastructure failure or similar events.

This does not eliminate payment obligations for services already performed or costs already incurred or irrevocably committed.

Where a Convention applies, the Company's liability for the Shipment is determined by Section 21 and that Convention; this Section does not add to the defenses available under it. Where a force majeure event makes the Assignment impossible after Service Start, Section 16 determines the settlement.

31. TRANSFER OF THIS AGREEMENT

The Client may not assign this Agreement without the Company's prior written consent, except where otherwise required by law.

The Company may assign this Agreement in connection with a merger, restructuring, sale or transfer of substantially all relevant business assets, subject to applicable law.

32. AMENDMENTS

32.1 Amendments

Amendments to this Agreement must be made in writing and accepted by both Parties, except that operational details of the Assignment may be recorded in an Order Confirmation or another operational communication, and changes of commercial terms may be accepted as Section 10 provides.



32.2 Versions

These terms are published by the Company as its General Terms & Conditions, with a version number and an Effective Date. The version identified in the accepted Offer governs the Assignment. A later version does not apply to the Assignment unless both Parties agree in writing.

33. SEVERABILITY

If any provision is held invalid or unenforceable, the remaining provisions remain in effect.

The invalid provision shall be interpreted or modified to the minimum extent necessary to make it enforceable while preserving its intended commercial effect to the extent permitted by law.

A provision that is null and void under Article 26 of the Montreal Convention, or under the corresponding rule of the Warsaw Convention, does not affect the validity of the remainder of this Agreement; the rule of the Convention applies in its place.

34. NO WAIVER

Failure to enforce any provision does not constitute a waiver of the right to enforce that provision later.

35. GOVERNING LAW AND VENUE

35.1 Governing Law and Venue

This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law principles.

The state courts located in Miami-Dade County, Florida shall have exclusive jurisdiction over disputes that may properly be brought in state court.

Where federal jurisdiction exists, the United States District Court for the Southern District of Florida shall have jurisdiction.

35.2 Claims Governed by the Montreal Convention

The Montreal Convention applies, where it applies, irrespective of the law chosen in this Section. For claims governed by it, an action may be brought in any jurisdiction available under Article 33 of the Convention; this Section does not limit those jurisdictions (Article 49). Where the Warsaw Convention governs a claim, its rules on jurisdiction apply in the same way.

36. ENTIRE AGREEMENT

This Agreement, together with the accepted Offer, the Order Confirmation and the Payment Terms version identified in the accepted Offer, constitutes the entire agreement between the Parties concerning the Assignment.

It supersedes prior discussions and understandings concerning the Assignment, except where expressly incorporated.

37. LANGUAGE

This Agreement is prepared in English.

If translated into another language, the English version controls unless the Parties expressly agree otherwise in writing.

38. ELECTRONIC EXECUTION

This Agreement may be executed electronically and in counterparts.

Electronic signatures and electronic acceptance shall have the same effect as an original signature to the extent permitted



by applicable law.