BIOCOURIERS
baby on board

# General Terms and Conditions of Carriage

## 1. INTRODUCTORY PROVISIONS AND DEFINITIONS

1.1. These General Terms and Conditions of Carriage (hereinafter "GTC") govern the rights and obligations of the contracting parties in the carriage of biological material provided by the Carrier.
1.2. **Carrier** – the company specified as the Carrier in the relevant Contract for the Carriage of Biological Material (hereinafter the "Contract").
1.3. **Client** – a natural or legal person who has concluded the Contract with the Carrier.
1.4. **Consignment** – the biological material accepted by the Carrier for carriage, including the related documentation handed over by the Sending Institution.
1.5. **Sending Institution** – a healthcare or other authorised facility specified in the Contract that hands the Consignment over to the Carrier for carriage.
1.6. **Receiving Institution** – a healthcare or other authorised facility specified in the Contract to which the Carrier hands over the Consignment.
1.7. **Courier** – a person from the Carrier's own courier network who has been duly trained by the Carrier, is authorised to carry out the carriage of the Consignment or any part thereof and, in performing this activity, acts in accordance with the Carrier's internal regulations, security standards and instructions.
1.8. **Hand-carry** (personal courier transport) – a method of carriage in which an authorised Courier personally takes over the Consignment and keeps it in his or her custody during carriage. In the case of air transport, the Consignment is carried in the aircraft cabin, not in a separate baggage hold. During carriage, the Consignment may be handed over between authorised Couriers of the Carrier.
1.9. **Transport Container** – a specialised vessel intended for the storage and carriage of biological material under conditions appropriate to its nature and to the transport requirements.
1.10. **Handover Protocol** – a document confirming the acceptance or handover of the Consignment between the Carrier and the relevant institution, including details of the biological material being handed over and its transport units.
1.11. These GTC form an integral part of the Contract. In the event of any conflict between the provisions of the Contract and the GTC, the provisions of the Contract shall prevail.

## 2. CONCLUSION OF THE CONTRACT

2.1. The Contract between the Carrier and the Client is concluded on the basis of an individual transport request and a price quotation prepared by the Carrier.
2.2. The Contract is concluded at the moment the Contract signed by the Client is delivered to the Carrier, provided that the Carrier has already signed it beforehand. The signed Contract may also be delivered electronically, in particular by e-mail in the form of a scanned document.
2.3. The conclusion of the Contract does not give rise to any entitlement to the carriage being performed on a specific date. The date of carriage is set after both the Sending and the Receiving Institution have confirmed their readiness and with regard to the available transport options.
2.4. The Client shall provide the Carrier with true and complete information necessary for the preparation and performance of the carriage and shall inform the Carrier of any changes thereto without undue delay.

## 3. PREPARATION OF CARRIAGE

3.1. The Client is responsible for obtaining all consents, documents, any payments and other requirements requested by the Sending and Receiving Institutions that are necessary for the release and acceptance of the Consignment. The Client declares that it is entitled to order the carriage of the Consignment or, where applicable, that it has the necessary consent of an authorised person to order it. The Client is responsible for obtaining the consents and authorisations required on its part for the performance of the carriage.
3.2. The Carrier may provide the Client with assistance in communicating with the Sending and Receiving Institutions and in handling the necessary formalities. By providing such assistance, the Carrier does not assume responsibility for obtaining them.
3.3. Before the carriage commences, both the Sending and the Receiving Institution must confirm to the Carrier that they have completed the necessary administrative and organisational formalities and are ready to hand over or accept the Consignment, respectively.
3.4. The standard estimated period for arranging and performing the carriage is 14–21 days from the moment the Carrier receives final confirmation of readiness from both the Sending and the Receiving Institution and the agreed price of carriage has been paid, unless otherwise agreed. The specific date of carriage is set by the Carrier with regard to the available transport options and operating conditions.
3.5. If the Client requests that the carriage be performed within a shorter period or on a specific date, the Carrier may offer such carriage for an additional fee. Any such fee must be communicated to the Client in advance and

agreed before the carriage is performed.

3.6. The Client shall inform the Carrier without undue delay of all facts that may affect the readiness of the institutions or the planned course of the carriage.

3.7. If, after the institutions have confirmed their readiness, circumstances change in a way that may affect the planned date or course of the carriage, the Carrier shall inform the Client thereof and, in cooperation with the parties concerned, propose a further course of action. Any financial consequences of a change or cancellation of the carriage are governed by the relevant provisions of these GTC.

3.8. Specific transport requirements arising from the nature of the biological material, in particular requirements concerning temperature conditions, handling methods or special transport documentation, shall be communicated to the Carrier by the Sending Institution. The Client shall provide reasonable cooperation in obtaining this information where necessary. The Carrier is entitled to request clarification of the transport conditions before accepting the Consignment.

3.9. The Sending and Receiving Institutions shall obtain the permits, consents and other requirements which, under the applicable legal regulations, are necessary for the release, export, import and acceptance of the biological material and which fall within their competence. The Carrier shall provide reasonable assistance in obtaining them and is responsible for meeting the requirements relating to its own transport activities. The Client shall only obtain the consents, documents and other requirements that are required directly from the Client.

3.10. The Sending Institution shall inform the Carrier of any infectiousness of the biological material, the results of required tests and any other facts that may affect the safety or conditions of carriage. Infectious or untested biological material may only be carried under conditions complying with the applicable legal regulations and safety requirements. The Carrier is entitled to refuse such carriage if these conditions are not met.

## 4. ACCEPTANCE OF THE CONSIGNMENT

4.1. The Sending Institution is responsible for the correct selection, identification, freezing, preparation and labelling of the biological material, as well as for the accuracy of the information on its contents. The Carrier does not perform these activities.

4.2. The Carrier accepts the Consignment from the Sending Institution through an authorised Courier. Acceptance of the Consignment is confirmed by signing the Handover Protocol.

4.3. The Carrier is not obliged to open the transport packaging or to check the contents of individual straws, vials or other transport units.

4.4. The information on the biological material and the number of transport units stated in the Handover Protocol is based on information provided by the Sending Institution. The signing of the Handover Protocol by the Courier confirms acceptance of the Consignment for carriage, not verification of the actual biological content of the individual transport units or of its quality.

4.5. The Carrier is not liable for incorrect identification, quantity, quality, viability or other properties of the biological material if the deficiency existed before the Consignment was accepted.

4.6. Upon acceptance of the Consignment, the Transport Container is fitted with a security seal applied by the Carrier or the Sending Institution. The identification number of the seal is recorded in the Handover Protocol.

4.7. The Carrier is entitled to refuse acceptance of the Consignment if the apparent circumstances of its handover, the condition of the transport packaging or the available documentation do not allow the carriage to be performed safely or properly.

4.8. The Carrier's responsibility for the proper performance of the carriage begins upon acceptance of the Consignment from the Sending Institution, confirmed by signing the Handover Protocol, and ends upon its handover to the Receiving Institution, confirmed by signing the relevant Handover Protocol. During this period, the Carrier is responsible for the proper handling of the Consignment, compliance with the specified transport conditions and its safe delivery to the extent laid down in the Contract, these GTC and the applicable legal regulations.

4.9. The Sending Institution shall prepare the accompanying documentation necessary for the carriage of the Consignment and hand it over to the Carrier if its physical handover is required. The documentation must be suitably packed, for example in a sealed envelope, so as to be protected against damage, loss and unauthorised access. The Carrier is responsible for the proper handling of the documentation received during carriage.

## 5. COURSE AND CONDITIONS OF CARRIAGE

5.1. The Carrier shall carry the Consignment by means of personal courier transport (hand-carry), through authorised Couriers and using suitable means of transport.

5.2. For the cryogenic carriage of biological material at liquid nitrogen temperatures, the Carrier uses its own specialised Transport Containers. These containers are regularly validated and prepared for carriage in accordance with the Carrier's internal procedures.

5.3. In cryogenic carriage, the required temperature range is from –196 °C to –150 °C. The Carrier's Transport

Containers are equipped with regularly calibrated devices for continuous temperature recording (data loggers). The Carrier shall provide the Client with the record of temperature conditions during carriage after its completion as part of the final transport documentation.

5.4. In the case of carriage of biological material at other than cryogenic temperatures, suitable transport packaging shall be provided by the Client or the Sending Institution in accordance with prior agreement with the Carrier. The person providing the transport packaging is responsible for its suitability and proper preparation. The specific temperature conditions and the method of any monitoring thereof shall be agreed before the carriage commences.

5.5. The Carrier shall carry the Consignment in accordance with the applicable legal regulations of the European Union, applicable national legal regulations and relevant international requirements for the carriage of biological material, including requirements for transport packaging, its labelling and the safe handling of the Consignment.

5.6. The Carrier shall ensure that the Consignment is not exposed to X-rays or other ionising radiation during security checks in the course of carriage. At the same time, it shall ensure that the Consignment is protected against unauthorised opening and handling that could endanger its safety or the required transport conditions.

5.7. The carriage of the Consignment may be performed by one or more authorised Couriers. During carriage, the Consignment may be handed over between authorised Couriers or temporarily stored as part of the logistical arrangements for the carriage. Each handover of the Consignment between authorised Couriers is recorded in the Handover Protocol, which contains the time of handover and the signatures of the handing-over and the receiving Courier. Within the Carrier's organisation, the Courier who last took over the Consignment is always responsible for it until it is duly handed over to another authorised Courier or to the Receiving Institution. This responsibility continues during any temporary storage of the Consignment. The Carrier shall ensure that the required transport conditions and appropriate security of the Consignment are maintained during handover and temporary storage. This is without prejudice to the Carrier's liability for the Consignment throughout the entire carriage.

5.8. The Carrier is entitled to choose and, where necessary, change the route, means of transport, Courier or schedule of the carriage, provided that this does not endanger the safety of the Consignment or compliance with the required transport conditions.

5.9. The Carrier shall take reasonable measures to protect the Consignment against loss, damage, unauthorised handling and exposure to unsuitable transport conditions.

5.10. If, during carriage, the Carrier detects a temperature deviation or other circumstances that may endanger the safety of the Consignment or the required transport conditions, it shall review the available information and take reasonable measures to protect the Consignment.

Depending on the nature of the situation and the available options, the Carrier may in particular arrange a change of route or means of transport, handover of the Consignment to another authorised Courier, temporary safe storage, replenishment of liquid nitrogen, use of a replacement Transport Container or other appropriate measures.

If the circumstances detected may significantly affect the safety of the Consignment or its delivery, the Carrier shall inform the Client and the institutions concerned without undue delay. It shall document the facts detected and the measures taken.

Assessment of any impact of a temperature deviation on the quality or viability of the biological material is a matter for a professionally qualified laboratory.

5.11. In individual carriage, the Carrier uses a separate Transport Container exclusively for the biological material of one patient or couple. Carriage of the biological material of different patients or couples in a single Transport Container is permissible only on the basis of a prior express written agreement of all parties concerned, including the Carrier, the relevant Clients and the institutions concerned. Such an exception must comply with the applicable legal regulations, safety requirements and the conditions of the institutions concerned. Only biological material with demonstrably negative results of the required infectious disease tests may be carried together.

## 6. DELIVERY AND HANDOVER OF THE CONSIGNMENT

6.1. The Carrier shall deliver the Consignment to the Receiving Institution specified in the Contract or, where applicable, to another institution agreed in advance by the Client and the Carrier.

6.2. The handover of the Consignment takes place between the authorised Courier and a staff member of the Receiving Institution. The handover is confirmed by signing the Handover Protocol.

6.3. Upon handover, the identification number and condition of the security seal are recorded in the Handover Protocol. Any apparent damage to the Transport Container or breach of the seal shall also be recorded in the Handover Protocol.

6.4. The signing of the Handover Protocol confirms acceptance of the Consignment by the Receiving Institution. It does not constitute confirmation of the actual biological content of the individual transport units, their quality or viability.

6.5. Upon signature of the Handover Protocol confirming acceptance of the Consignment by the Receiving Institution, the carriage is completed and responsibility for the subsequent handling of the Consignment passes to the Receiving Institution. This is without prejudice to any liability of the Carrier for breach of obligations during carriage.
6.6. The Receiving Institution shall remove the biological material from the Transport Container and arrange for its subsequent storage. The Transport Container provided by the Carrier remains the Carrier's property and shall be returned to the Courier after the biological material has been removed.
6.7. If the Receiving Institution refuses to accept the Consignment, refuses to confirm its acceptance by means of the Handover Protocol, or if the Consignment cannot be properly delivered for any other reason, including legal, regulatory or customs obstacles, the Carrier shall inform the Client and the institutions concerned thereof without undue delay.
6.8. In such a case, the Carrier shall take reasonable measures to ensure the safety of the Consignment and, in cooperation with the Client and the institutions concerned, propose a further course of action, in particular an alternative date or place of handover, temporary safe storage of the Consignment or its return to the Sending Institution.
6.9. Any additional costs incurred as a result of unsuccessful delivery shall be settled according to the cause of the situation and the provisions of chapter 9 of these GTC. If the unsuccessful delivery was not caused by an act or omission of the Client, the Carrier shall not charge the Client any additional costs incurred as a result of this situation.
6.10. The Sending and Receiving Institutions are responsible for the professional and safe handling of the Transport Container when inserting and removing the biological material. If the Transport Container is damaged during such handling, the Carrier is entitled to claim compensation for the resulting damage from the person responsible for the damage in accordance with the applicable legal regulations.
6.11. Upon completion of the carriage, the Carrier shall inform the Client of the delivery of the Consignment to the Receiving Institution.
6.12. Upon completion of the carriage, the Carrier shall send the Client, the Sending Institution and the Receiving Institution electronic copies of the relevant Handover Protocols, the photographic documentation taken in connection with the carriage of the Consignment and, in the case of cryogenic carriage, also the record of temperature conditions during carriage.

## 7. PRICE AND PAYMENT TERMS

7.1. The price of carriage is determined individually and stated in the Contract. Unless the agreed conditions of carriage change, this price is final, subject to the cases specified in these GTC.
7.2. The price of carriage is payable before the carriage commences, unless the Carrier and the Client expressly agree otherwise. The Carrier is not obliged to commence the carriage before receipt of the agreed payment.
7.3. The agreed price of carriage is guaranteed for a period of two months from the signing of the Contract by the Client and the Carrier. If the carriage is not performed within this period, the Carrier is entitled, but not obliged, to propose an adjustment of the price with regard to current transport costs and conditions. Any change in price is subject to the Client's consent.
7.4. If, after the conclusion of the Contract, extraordinary and unforeseeable circumstances arise which substantially increase the costs of performing the carriage, the Carrier is entitled to propose an appropriate adjustment of the price. Such circumstances may include, in particular, extraordinary transport restrictions, fundamental changes in the availability of connections or a significant increase in related transport costs.
7.5. The Carrier shall inform the Client in advance of any change in price and state the reasons for it. A change in price requires the Client's consent.
7.6. Any additional costs incurred as a result of a change to the carriage requested by the Client or its cancellation shall be settled in accordance with the provisions of these GTC on the change and cancellation of carriage.
7.7. If the Client does not agree to the proposed change in price, the contracting parties may agree to terminate the Contract. If no such agreement is reached, the originally agreed terms remain in force, unless otherwise provided by the Contract or the applicable legal regulations. Any financial settlement upon termination of the Contract shall be governed by the reason for its termination and the relevant provisions of these GTC.

## 8. LIABILITY OF THE CARRIER AND CONTRACTUAL GUARANTEE

8.1. The Carrier is liable for damage to the Consignment occurring in the period from its acceptance from the Sending Institution until its release to the Receiving Institution to the extent laid down by the applicable legal regulations, the Contract and these GTC.
8.2. The Carrier may be released from liability for damage if it proves that it could not have prevented the damage even by exercising professional care, or that another ground for release from liability laid down by the applicable legal regulations has occurred.

8.3. In particular, the Carrier is not liable for damage if it proves that it was caused by circumstances for which it is not liable under the applicable legal regulations, in particular:
   a) incorrect selection, identification, labelling, freezing or preparation of the biological material before its acceptance by the Carrier;
   b) incorrect or incomplete contents of straws, vials or other primary containers, including missing biological material or a discrepancy between the declared and the actual quantity;
   c) a defect, the inherent nature, quality, health status or insufficient viability of the biological material existing before its acceptance by the Carrier;
   d) incorrect removal, thawing, storage or other handling of the biological material after its handover to the Receiving Institution;
   e) unsuitability, technical defect, incorrect preparation or insufficient temperature capacity of transport packaging provided by the Client or the Sending Institution;
   f) incorrect, incomplete or missing information, consents or documents which were to be provided by the Client or the relevant institution;
   g) incorrect instructions or requirements of the Client or the relevant institution, if the Carrier could not have recognised their unsuitability by exercising reasonable professional care;
   h) delay, refusal to release or accept the Consignment or any other conduct of the Sending or Receiving Institution which was not caused by the Carrier and which the Carrier could not have prevented by reasonable measures.

8.4. For the purposes of these GTC, the primary container of the biological material means, in particular, a straw, vial or other sealed unit in which the biological material is directly stored. The Sending Institution is responsible for the correct selection, filling, sealing, labelling and technical suitability of the primary container.
As a rule, the Carrier accepts the biological material already placed in a closed Transport Container and is not obliged to open the primary containers or check their contents. The Carrier is not liable for damage caused by a defect in the primary container if it drew attention to that defect upon acceptance or proves that it could not have detected it upon acceptance. This is without prejudice to the Carrier's liability for damage to the primary container caused during carriage.

8.5. If packaging provided by the Client or the Sending Institution is used for the carriage, its provider is responsible for its correct preparation and suitability for the agreed transport conditions. The Carrier's liability for damage caused by a defect in such packaging shall be assessed in accordance with the applicable legal regulations, in particular with regard to whether the Carrier drew attention to a detectable defect or whether it could not have detected it upon acceptance.

8.6. The Carrier may also be released from liability in the case of damage caused by extraordinary circumstances beyond its control which it could not have prevented, nor averted the consequences of, by exercising professional care. Such circumstances may include, in particular:
   a) natural disasters, extreme weather conditions and other extraordinary natural events;
   b) unforeseeable closure of borders, airports or transport routes;
   c) extraordinary security measures, armed conflicts, terrorist attacks or civil unrest;
   d) unforeseeable decisions or interventions of state, customs, security or other competent authorities;
   e) serious disruptions to transport services, including cancellation or significant delay of transport connections;
   f) traffic accidents, technical failures of means of transport or other extraordinary operational events.

   The mere occurrence of any of the above circumstances does not release the Carrier from liability. The decisive factors are the cause of the damage, the possibility of preventing it and the fulfilment of the Carrier's obligations under the applicable legal regulations. The Carrier shall take reasonable available measures to protect the Consignment and limit any consequences.

8.7. The Carrier is not liable for the success of subsequent laboratory processing, thawing, fertilisation, embryological development, implantation or treatment. An unfavourable outcome of these procedures does not in itself constitute evidence of fault during carriage.

8.8. The Carrier provides the Client with its own contractual guarantee in the event of a demonstrable total loss or destruction of the entire Consignment for which the Carrier is liable. In such a case, the Client is entitled to the agreed guarantee amount without having to prove the monetary value of the biological material carried. In the event of partial loss of or damage to the Consignment, the Carrier's liability and any compensation for damage shall be assessed in accordance with the applicable legal regulations.

8.9. The contractual guarantee is agreed per Consignment as a whole, irrespective of the number of straws, vials, embryos or other transport units carried. The standard guarantee amount is EUR 5,000. Before concluding the Contract, the Client may agree a higher guarantee as follows:

| **Maximum guarantee amount per Consignment** | **Surcharge on the price of carriage** |
|---|---|
| EUR 5,000 | No surcharge |

| | |
|---|---|
| EUR 10,000 | EUR 100 |
| EUR 15,000 | EUR 200 |
| EUR 20,000 | EUR 300 |

8.10. In connection with a single loss event, no more than one agreed amount may be provided under this contractual guarantee. To the extent permitted by the applicable legal regulations, payment under the contractual guarantee shall be set off against claims for compensation for the same damage so as to avoid double compensation.

8.11. In the event of a demonstrable total loss or destruction of the entire Consignment for which the Carrier is liable, the Carrier shall also refund the price of carriage paid to the Client. The refund of the price of carriage shall not be counted towards the agreed amount of the contractual guarantee. This is without prejudice to any statutory rights of the Client in the event of partial loss of or damage to the Consignment.

8.12. The contractual guarantee is provided by the Carrier from its own funds and does not constitute insurance of the Consignment. Agreeing the guarantee is without prejudice to the rights of the Client which cannot be contractually limited or excluded under the applicable legal regulations.

8.13. The Client may assert a claim under the contractual guarantee by written notice to the Carrier. The Carrier shall acknowledge receipt of the notice without undue delay and, where necessary, request the Client to provide additional documents required to assess the claim. The Carrier shall assess the validity of the claim on the basis of the available transport documentation and the circumstances of the loss event and shall notify the Client in writing of the outcome of the assessment in accordance with the applicable legal regulations. If the claim is accepted, the Carrier shall pay the agreed amount of the contractual guarantee within 15 days of written confirmation of the claim, unless the contracting parties agree otherwise. This is without prejudice to the rights of the Client arising from the applicable legal regulations.

## 9. CHANGES TO AND CANCELLATION OF CARRIAGE

9.1. The Client may request the Carrier to change the date, route, Sending or Receiving Institution or other agreed conditions of carriage. The Carrier shall assess whether the requested change can be made, taking into account the available transport options and the status of preparations for the carriage.

9.2. If a change requested by the Client gives rise to additional costs, the Carrier shall inform the Client of them in advance. The change and any increase in price require the Client's consent.

9.3. If the Client cancels the carriage before it commences, the Carrier is entitled to reimbursement of demonstrable, reasonable and expediently incurred costs which it has incurred in connection with the preparation of the carriage and which can no longer be recovered or otherwise reasonably used, to the extent permitted by the applicable legal regulations. Such costs also include the costs of a Courier's journey that has already commenced, if the cancellation occurs before the Consignment has been accepted.

9.4. If the Client has already paid the price of carriage, the Carrier shall refund the remaining part thereof after deducting the justified costs pursuant to clause 9.3. If no such costs have been incurred, the Carrier shall refund the price paid in full.

9.5. If the carriage is changed or cancelled by decision of the Sending or Receiving Institution and such change or cancellation was not caused by an act or omission of the Client, the Carrier shall not charge the Client any additional costs incurred as a result of such change or cancellation. The Carrier shall endeavour to settle any costs incurred directly with the relevant institution.

9.6. If the change or cancellation of the carriage by the Sending or Receiving Institution is caused by an act or omission of the Client, in particular failure to provide the necessary consents, documents or payments to the relevant institution, the costs incurred shall be settled in accordance with clauses 9.3 and 9.4.

9.7. If the Carrier is unable to perform the carriage under the originally agreed conditions due to extraordinary circumstances or other objective obstacles, it shall inform the Client thereof without undue delay and propose a possible further course of action, in particular a change of date or another method of performing the carriage.

9.8. If the contracting parties do not agree on continuing the carriage under changed conditions, they shall settle the payments made to date and the costs incurred according to the reason why the carriage cannot be performed and in accordance with the applicable legal regulations. The same procedure shall apply if the Client does not agree to a change in price proposed by the Carrier pursuant to chapter 7 of these GTC.

9.9. The Client shall notify the Carrier of any changes to and cancellations of the carriage without undue delay, in writing, in particular by e-mail. The Carrier shall acknowledge receipt of the notification to the Client and inform the Client of any financial consequences.

9.10. The Carrier is entitled to withdraw from the Contract if:

a) the Client fails to pay the agreed price of carriage even within a reasonable additional period set by the Carrier;

b) the Client fails to ensure the conditions necessary for the performance of the carriage even after being requested to do so by the Carrier;

c) it becomes apparent that the carriage cannot be performed in accordance with the applicable legal regulations or the binding requirements of the competent authorities;
d) serious security obstacles arise which do not allow the carriage to be performed safely and which cannot be removed by reasonable measures;
e) another ground for withdrawal laid down by the applicable legal regulations arises.

9.11. The Client's right to withdraw from the Contract is governed by the applicable legal regulations, including any special consumer protection provisions. This is without prejudice to the possibility of cancelling the planned carriage pursuant to clauses 9.3 and 9.4 of these GTC.

9.12. Withdrawal from the Contract must be notified to the other contracting party in writing, in particular by e-mail. The financial settlement shall be governed by the reason for the termination of the Contract and the applicable legal regulations.

## 10. COMPLAINTS, COMMUNICATION AND FINAL PROVISIONS

10.1. The Client may raise any objections to the carriage performed, complaints or notifications of damage with the Carrier in writing, in particular by e-mail to the contact address specified in the Contract. The Carrier shall acknowledge receipt of the notification and commence its assessment without undue delay.

10.2. In the notification, the Client should state the identification of the carriage, a description of the problem identified and any available supporting documents. The Carrier may request additional information necessary for an objective assessment of the case. Lodging a complaint is not conditional upon the use of a special form.

10.3. When assessing a complaint, the Carrier shall review the available documentation relating to the carriage, in particular the relevant Handover Protocols, temperature records and any records of extraordinary events. The Carrier shall inform the Client in writing of the outcome of the assessment of the complaint, including the reasons for any rejection. Complaints and claims for damages shall be handled in accordance with the applicable legal regulations, including mandatory time limits and consumer rights.

10.4. All notices, requests, reminders, confirmations, proposals for amendments to the Contract and other communications between the Carrier and the Client may be sent electronically, in particular via the e-mail addresses specified in the Contract or subsequently notified in writing to the other contracting party.

10.5. Each contracting party shall inform the other contracting party without undue delay of any change in its contact details. The effects of delivery of individual notices shall be assessed in accordance with the applicable legal regulations.

10.6. Amendments to the Contract require the consent of both contracting parties. Unless legal regulations or the Contract require a stricter form, amendments may also be agreed by means of electronic communication from which the consent of both parties is clearly evident.

10.7. Legal relations between the Carrier and the Client are governed by the law of the state in which the Carrier specified in the Contract has its registered office, unless expressly agreed otherwise in the Contract. This is without prejudice to the provisions of legal regulations whose application cannot be contractually excluded, in particular consumer protection regulations.

10.8. The contracting parties undertake to resolve any disputes arising from the Contract primarily through mutual communication and efforts to reach an amicable settlement. If no agreement is reached, disputes shall be settled by the competent courts in accordance with the applicable legal regulations.

10.9. The Carrier is entitled to update these GTC from time to time. The version of the GTC that formed part of the Contract at the time of its conclusion shall be binding for a specific carriage, unless the contracting parties expressly agree otherwise.

10.10. If any provision of these GTC becomes invalid, ineffective or unenforceable, this shall not affect the validity and effectiveness of the remaining provisions, insofar as they are capable of standing independently.

10.11. The provisions of these GTC shall apply only to the extent that they do not conflict with mandatory legal regulations. The rights of the Client, in particular consumer rights, which cannot be contractually limited or excluded, remain unaffected.

10.12. The Carrier processes the personal data of the Client and other persons concerned in connection with the preparation and performance of the carriage in accordance with the applicable legal regulations on personal data protection. More detailed information on the processing of personal data is provided in a separate document published on the Carrier's website.