

R-BAG AIR CARGO SRL

STANDARD TERMS & CONDITIONS

Definitions

For the purpose of these Standard Terms & Conditions:

"GSSA / Provider" means R-BAG Air Cargo, acting as General Sales and Services Agent on behalf of the operating air carrier.

"Carrier / Airline" means the operating air carrier performing the air transport of the shipment under the applicable Air Waybill and international air carriage conventions.

"Beneficiary / Customer / Agent" means the contracting party requesting the transport service, including freight forwarders, agents, shippers or any party acting on their behalf.

"Shipper" means the party delivering the goods for transport as indicated on the Air Waybill.

"Consignee" means the party entitled to receive the goods at destination as indicated on the Air Waybill.

"Shipment / Cargo" means all goods accepted for carriage under a single Air Waybill, including packaging and handling units.

"Special Cargo" includes but is not limited to Dangerous Goods (DG), Perishable (PER), Valuable (VAL), Live Animals (AVI), Human Remains (HUM), Temperature Controlled, and any restricted or regulated cargo.

1. Cargo readiness & packing

The offer applies only to quoted shipments that are properly packed, secured, labelled and ready for carriage in accordance with IATA and airline handling standards. Any additional costs, delays, damages or operational impact resulting from improper packing, labelling or securing shall be fully borne by the shipper/agent.

2. Dangerous Goods compliance

For Dangerous Goods (DG) shipments, the shipper/agent must fully comply with all applicable national and international regulations, including but not limited to **IATA Dangerous Goods Regulations (DGR), ICAO Technical Instructions and local authority requirements**. Non-compliance may result in refusal, return, penalties and full liability of the shipper/agent.

3. Non-declared special cargo

In case of undeclared special cargo such as **VAL (valuable cargo), DG (dangerous goods), PER (perishable cargo), AVI, HUM, TEMP-controlled, or any restricted cargo**, the shipper/agent bears full responsibility for all consequences arising, including but not limited to:

- legal liability and regulatory penalties
- financial loss and operational disruption
- cargo return at shipper's expense
- damage to aircraft, equipment, property or health

- insurance invalidation

Proper and complete declaration is mandatory.

4. Chargeable weight & re-measurement

Chargeable weight ratio: **1:6 (1 CBM = 167 kg)**.

Final chargeable weight is subject to **re-weighing and/or re-measurement at origin, transit or destination**.

Any discrepancy may result in rate adjustment and additional charges.

5. Final cargo details & rate adjustment

All offers and bookings are subject to **final weight, dimensions, packing condition, nature of goods, space and flight availability**. Any change in shipment details entitles the airline/GSSA to adjust rates, routing, conditions and/or capacity allocation.

6. Airline operational rights

The airline and/or GSSA reserves the right, without prior notice, to:

- increase or decrease rates
- cancel, delay, reschedule or reroute flights
- limit, withdraw or close space allocation
- reject, cancel or amend booking/space confirmation
- offload cargo due to operational, safety or regulatory reasons

No liability shall arise from such operational decisions.

7. Cancellation & no-show policy

Airfreight cancellation fees:

- Within **96 hours before departure** → **50% of airfreight**
- Within **72 hours before departure** → **75% of airfreight**
- Within **48 hours before departure / No-show** → **100% of airfreight**

Trucking cancellation:

For shipments above **499 kg**, cancellation on day of departure → **EUR 0.20/kg** (chargeable weight).

8. Trucking liability

All trucking services ex RO are performed under **CMR Convention conditions**. Liability is limited as per CMR. For high-value cargo, **additional cargo insurance is strongly recommended**.

9. Liability limitation (Air carriage)

Carriage by air is subject to the **Montreal Convention / Warsaw Convention**, where applicable. Carrier liability is limited in accordance with the Convention provisions unless a higher value is declared and accepted in writing, or otherwise specified on their website.

10. Claims procedure

- Claims must be submitted **in writing within 14 days** from cargo receipt (damage) or **within 21 days** (delay).
- Non-delivery claims must be submitted within **120 days from AWB date**.
- **All claims must comply with the airline's official regulations**, as published on the airline's website or otherwise provided by the GSSA. Claims must be submitted directly to the airline, unless explicitly instructed otherwise in writing by the GSSA. Failure to follow the airline's claim procedure, timelines, or documentation requirements may result in rejection of the claim. Failure to respect timelines or documentation requirements may result in claim rejection.

11. VAT & fiscal compliance

All rates and services are subject to VAT in accordance with **OMF 2148/2020** and applicable Romanian fiscal legislation.

12. Credit terms & payment conditions

- Standard payment term: **of 30 days month unless specified differently**
- Credit exposure is subject to continuous monitoring by the GSSA's internal risk management and/or specialized credit insurance institutions. The GSSA reserves the unrestricted right to modify, suspend, reduce or withdraw any granted credit limit without prior notice. All shipments remain subject to valid and

sufficient credit approval at the time of booking and departure. Credit may be revised, reduced or withdrawn without prior notice

- In the event that credit approval is reduced or withdrawn, all pending and future bookings may be suspended until full settlement of outstanding amounts.

13. Right of suspension / outstanding payments

If the Beneficiary has overdue or outstanding payments towards the GSSA (including previous shipments), the GSSA reserves the right to:

- suspend or cancel bookings
- hold cargo and/or documentation
- stop ongoing transport

All risks, delays and consequences arising from such suspension are borne by the Beneficiary.

14. Force majeure

Carrier/GSSA shall not be liable for failure, delay or loss caused by events beyond reasonable control, including but not limited to: weather, war, strikes, airport congestion, regulatory action, security events, technical issues, or force majeure circumstances.

15. Insurance

Cargo is transported under limited liability conventions. **Full cargo insurance is recommended**, especially for high-value, fragile or sensitive shipments.

16. Legal jurisdiction

Any dispute subject to Romanian law and competent courts unless otherwise agreed in writing.

17. Acceptance of terms

By accepting any R-BAG Air Cargo offer and/or confirming a booking, the Beneficiary confirms that they have **read, understood and accepted these Standard Terms & Conditions in full.**