

# **General Conditions of Carriage for Cargo of Condor Flugdienst GmbH**

**Status**

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## § 1 SCOPE OF APPLICATION

- 1.1 These General Conditions of Carriage for Cargo (hereinafter referred to as "**GCC**") apply to all contracts in connection with the carriage of air cargo (hereinafter referred to as "Contract of Carriage") between CONDOR Flugdienst GmbH (hereinafter referred to as "**Condor**") and the Consignor (as defined below in § 2 ).
- 1.2 The GCC apply only if the Consignor is an entrepreneur.
- 1.3 The version of the GCC valid at the time of conclusion of the contract shall apply to the Contract of Carriage.
- 1.4 Deviating general terms and conditions of the Consignor are not recognized by Condor. This also applies if Condor does not expressly object to their inclusion or carries out the carriage in knowledge of the Consignor's general terms and conditions.
- 1.5 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these GCC.

## § 2 FURTHER DEFINITIONS

For the purposes of the GCC, the terms listed below have the meanings listed below

<b>Convention</b>	Refers to one or more of the following conventions, if applicable to the Contract of Carriage: <ul style="list-style-type: none"><li>• Convention for the Unification of Certain Rules for International Carriage by Air; concluded in Montreal on 28 May 1999, last amended by Art. 1 Second Regulation on the entry into force of the adjusted maximum liability limits of the Montreal Convention of 3 December 2019 (Montreal Convention)</li><li>• Convention for the Unification of Certain Rules Relating to International Carriage by Air; concluded in Warsaw on 12 October 1929 (Warsaw Convention)</li><li>• Warsaw Convention in the version of the Hague Protocol of 28 September 1955</li><li>• Convention, Supplementary to the Warsaw Convention, for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person Other than</li></ul>
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the Contracting Carrier, signed in Guadalajara on 18 September 1961 (Guadalajara Convention)

<b>Consignor</b>	means the natural or legal person whose name is entered in the air waybill as the contracting party to the Contract of Carriage in the space designate for that purpose.
<b>Performing Carrier</b>	means the air carrier who, on the basis of a contractual agreement with Condor, performs the carriage in whole or in part.
<b>Consignee</b>	means the natural or legal person whose name is entered in the air waybill in the space designated and to whom the air carrier must deliver the goods, unless otherwise instructed by the Consignor.
<b>Air Carrier</b>	Refers to the person who actually carries out the carriage. This may be either Condor or a Performing Carrier.
<b>Contractual Air Carrier</b>	has the meaning specified in the Conventions. For these GCC, Condor is the contractual air carrier. Condor can therefore be both the contractual air carrier and the Air Carrier. The latter is the case if Condor carries out the carriage itself.

### § 3 AIR WAYBILL AND OTHER DOCUMENTS

- 3.1 The Consignor is responsible for completing the air waybill. The Consignor is responsible for the accuracy and completeness of the information on the air waybill and any other documents required for carriage, such as commercial invoices, delivery notes, customs documents, etc.
- 3.2 The Consignor is obliged to provide the Air Carrier with the air waybill (if issued in paper form) and all other documents necessary for carriage upon handover of the cargo.
- 3.3 If the Air Carrier offers this option, the air waybill may also be completed in electronic form. Sentence 1, clause 3.1, applies accordingly.
- 3.4 The Air Carrier may determine that the air waybill and other documents necessary for carriage are to be issued electronically by the Consignor in accordance with the relevant IATA resolution on e-AWB. If, in individual cases, mandatory legal regulations or official orders require the air waybill or other documents necessary for carriage to be in paper form, this shall be the responsibility of the Consignor. The Consignor shall then inform both the Air Carrier and, if different, the Contractual Air Carrier immediately before handing over the cargo.



- 3.5 Neither the Air Carrier nor – if relevant for the respective carriage – the Contractual Air Carrier is obliged to check the information on the air waybill or other documents necessary for carriage.

#### **§ 4 ACCEPTANCE OF CARGO FOR CARRIAGE**

- 4.1 The Consignor is solely responsible for packaging the cargo. He must ensure that the cargo is properly packaged, marked and labelled, that it is suitable for air transport and that it does not pose any danger to individuals or property. This includes packaging that is suitable for protecting the cargo from damage and spoilage, including from weather conditions to which it may be exposed, including, but not limited to, rain, wind, heat and cold. In particular, temperature-sensitive cargo (e.g. pharmaceuticals) must be packaged in such a way that sufficient protection is provided to maintain the required temperature. If IATA regulations apply to the packaging of the respective cargo, these must be observed in each case.
- 4.2 With regard to the suitability for air transport, the Consignor is obliged to provide appropriate information on the security status of the shipment. Unless expressly stated otherwise, the Consignor is responsible for ensuring that the cargo can be x-rayed if necessary and, in the event of a so-called “dark-alarm” or unclear X-ray results, can also be subjected to further security checks, which may include opening the cargo.
- 4.3 The Consignor is responsible to ensure that no goods excluded from carriage will be delivered. The following cargo is excluded from carriage:
- Cargo whose carriage, export and import are prohibited or require special permits due to their content or external characteristics under the regulations of a country affected by the carriage;
  - Pornographic products and other products with offensive content.
  - Counterfeit products and pirated copies;
  - Cargo whose carriage violates any laws (in particular embargo or import, transit and export control regulations), in particular cargo that is prohibited by the laws or regulations of a country from which, to which or through which the flight is operated;
  - Cargo that endangers the aircraft, the safety of the flight, the safety of individuals or property on board, or the well-being of passengers on board;
  - Cash on delivery freight (COD).



- Cargo in accordance with clause 4.4, unless, as specified in clause 4.4, a separate request has been made and a separate agreement has been concluded as .
- 4.4 A separate request is required for the following goods and, if Condor is willing to accept the carriage, a separate agreement must be concluded:
- Cargo whose carriage is subject to dangerous goods regulations
  - Live animals and plants
  - Firearms, explosives and military goods of any kind
  - Temperature-controlled goods, such as pharmaceuticals and/or perishable goods, such as fresh/frozen seafood and fish, fruit and vegetables, flowers;
  - Human remains, body parts or organs, including preparations.
- Further information is available online at [Freight Transport | Cargo | Condor](#).
- 4.5 The Air Carrier and, if relevant for the respective carriage, the Contractual Air Carrier are not obliged to check the cargo handed over to determine whether it contains goods that are excluded from carriage in accordance with clause 4.3.
- 4.6 The Air Carrier publishes a list of Tracking Devices approved by the Air Carrier on its website at [Freight Transport | Cargo | Condor](#). This list can also be provided on request. The use of other Tracking Devices must be clarified with the Air Carrier in advance and is only possible with its explicit permission. If approved, the device and the manufacturer must be entered on the air waybill. The latter also applies to the Tracking Devices listed in the above-mentioned list.

## **§ 5 FLIGHT SCHEDULES, ROUTING**

- 5.1 The times specified in the flight schedules are not considered as fixed times for the commencement, performance and delivery of the cargo, unless explicitly agreed in the Contract of Carriage. This does not affect the rights of the respective entitled party in the event of delay in accordance with the Convention applicable to the Contract of Carriage.
- 5.2 Unless explicitly agreed otherwise, the Air Carrier and, if applicable for the respective carriage, the Contractual Air Carrier are not obliged to carry the cargo with a specific aircraft or on a specific route, but are free to determine the respective means of carriage and the respective routes according to capacity and availability.
- 5.3 The Air Carrier and, if applicable for the respective carriage, the Contractual Air Carrier shall be released from their obligation to perform, if the Air Carrier /



Contractual Air Carrier is prevented from performing due to unforeseen events which (i) are beyond the control of the Air Carrier (ii) are not attributable to the Air Carrier / Contractual Air Carrier, and (iii) could not have been prevented by the Air Carrier / Contractual Air Carrier by economically reasonable means, even with the diligence required in the course of business (hereinafter referred to as "Force Majeure"), are unable to fulfil their obligations or this cannot be reasonably expected of the Air Carrier / Contractual Air Carrier. Force Majeure includes, but is not limited to, the events listed below:

- fire, earthquakes, floods, storms, frost, ice, volcanic eruptions,
- riots, unrest, insurrection, civil disobedience, armed conflicts, terrorism, war or the threat of such an event, if it is reasonable to expect that such a threat will result in personal injury or property damage,
- epidemics, pandemics, quarantines or regional medical crises,
- official action that restricts the ability of the Air Carrier to fulfil its obligations,
- dangers of nuclear energy or other ionising radiation, or
- similar events.

5.4 The Air Carrier and, if applicable to the carriage in question, the Contractual Air Carrier shall not be liable for loss or damage to cargo, personal injury or bodily injury, flight cancellations, delays or any other damage incurred by the Consignor, Consignee or third parties as a result of Force Majeure.

## **§ 6 CUSTOMS**

6.1 The Consignor must comply with the export and import regulations and customs regulations of the country of departure, transit and destination and all other relevant laws, regulations and rules, and must complete and provide all documents required for export, customs clearance and import clearance (hereinafter referred to as "Customs Clearance") in full and truthfully. The Air Carrier and, if applicable for the respective carriage, the Contractual Air Carrier are not obliged to check the completeness or accuracy of the documents. Upon handover of the shipment to the Air Carrier, the Air Carrier is authorized and entitled, but not obliged, to clear customs if deemed necessary or reasonable by the Air Carrier. The Air Carrier is entitled to have Customs Clearance carried out by a third party of its choice.

6.2 The Consignor must ensure that the Consignee takes all necessary steps for Customs Clearance, including mere acts of cooperation, and, if necessary, contacts the Air Carrier on its own initiative to carry out customs clearance.. In any case



remains the Consignor responsible for performing these actions if the Consignee does not do so. If the Air Carrier is to be obliged to carry out customs clearance or import clearance, or if customs clearance or import clearance by the Air Carrier is to be excluded, this must be agreed in writing.

- 6.3 If customs clearance is carried out by the Air Carrier, the latter is entitled, but not obliged, to advance customs duties, taxes or charges. Customs penalties, return transport costs, storage fees and other costs that incurred as a result of actions by customs authorities or due to the absence of complete export documents, licences or permits on the part of the Consignor or Consignee shall be charged to the Consignee together with any customs duties, taxes and other charges levied. If the Consignee does not pay upon first request, the Consignor shall be liable for payment.

## **§ 7 DELIVERY**

- 7.1 It is the Consignor's responsibility to oblige the Consignee to accept and collect the cargo at the airport of destination.
- 7.2 The Air Carrier will notify the Consignee named in the air waybill of the time at which the cargo arrives at the airport of destination specified in the air waybill.
- 7.3 If the Consignee fails to accept and collect the goods, the Air Carrier respectively the Contractual Air Carrier will attempt to contact the Consignor to obtain instructions. If the Consignor does not give instructions or cannot be reached, the Air Carrier shall be entitled to take appropriate measures, such as storing the cargo or having it stored by a third party, selling the cargo or destroying it in accordance with clause 7.5. The Air Carrier shall take the interests of the Consignor into account when taking such measures. All costs and expenses incurred in connection therewith shall be borne by the Consignor.
- 7.4 The Consignor is obliged to pay the Air Carrier the costs and expenses that incur for the measures taken in accordance with clause 7.3 sentence 2 within 14 days of receiving a corresponding invoice. If the Air Carrier has disposed the cargo, it is entitled to pay itself and any third parties all costs and expenses incurred as a result of the Consignee's failure to accept the cargo from the proceeds of the disposal. Any surplus from the sale shall be due to the Consignor. This shall not release the Consignor from its obligation to pay if the sale does not cover all costs and expenses incurred.
- 7.5 If a disposal is not promising or has not been successful or is not reasonable for other reasons for the Air Carrier or the Contractual Air Carrier, the air Carrier or the





Contractual Air Carrier shall be entitled to destroy the cargo, insofar as this is legally permissible. The costs incurred as a result shall be borne by the Consignor.

## **§ 8 LIABILITY OF CONDOR OR THE PERFORMING CARRIER**

- 8.1 With regard to Condor's liability, the carriage is subject to the Conventions applicable to the carriage in question.
- 8.2 Insofar as no agreement applies to international air transport, the Montreal Convention shall apply.
- 8.3 **The Consignor is advised that the Conventions generally limit liability for damage, destruction, loss or delay of goods if the final destination or an intermediate stop is in a country other than the country of departure.**
- 8.4 **Similarly, liability for injury to life, body or health may be limited under the Conventions.**
- 8.5 Limitations and exclusions of liability
  - 8.5.1 Condor is not liable for delays in cargo arising during transit through an airport due to customs immigration and airport regulations or for other reasons, provided that any damage was not caused by an attributable fault on the part of Condor.
  - 8.5.2 Condor's liability is limited to the period during which the cargo is in the responsibility of the Air Carrier or a third party attributable to the Air Carrier.
  - 8.5.3 Condor shall not be liable if the Air Carrier refuses to carry the cargo because, after due inspection, it concludes that the regulations applicable in its opinion do not permit carriage by air or that damage to the cargo or damage to the health individuals on the aircraft used is to be expected.
  - 8.5.4 Condor shall not be liable for damage resulting from the nature of the cargo carried or from any other defect inherent in the cargo, in particular improper packaging, sealing or labelling or incorrect information provided by the Consignor or its vicarious agents.
  - 8.5.5 Condor shall not be liable for damage resulting from the fulfilment of government regulations and sovereign measures by Condor or the Performing Carrier.
  - 8.5.6 Condor shall not be liable for damage resulting from incomplete or incorrect information on the air waybill.



8.5.7 Condor shall not be liable for damage resulting from missing, incomplete or incorrect documents and information required for further carriage in accordance with clause 3.1 ,6.1 and 6.2, unless it is Condor's attributable fault.

8.6 All exclusions and limitations of liability set out in this § 8 also apply in favour of the Performing Carrier.

## **§ 9 LIABILITY OF THE CONSIGNOR AND INDEMNIFICATION**

9.1 The Consignor shall be liable in accordance with the statutory provisions, unless the following provisions of § 9 stipulate otherwise.

9.2 The Consignor shall indemnify Condor respectively the Performing Carrier against all damages, losses or expenses as well as claims by third parties,

a) resulting from the nature of the cargo carried or from any other defect inherent in the cargo, in particular improper packaging, sealing or labelling;

b) resulting from incorrect information in the air waybill.

9.3 The Consignor shall indemnify Condor or the Performing Carrier against any claims by third parties arising from Condor respectively the Performing Carrier in accordance with the provisions of clause 7.3,7.4 or 7.5.

## **§ 10 CARGO RATES**

Unless otherwise agreed, the cargo rates of the Air Carrier valid at the time of the cargo order and filed with IATA shall apply.

## **§ 11 OFFSETTING / ASSIGNMENT**

The Consignor is not entitled to offset unless the Consignor's claim is due and undisputed or has been legally established.

## **§ 12 CHOICE OF LAW / PLACE OF JURISDICTION**

12.1 This contract and all disputes arising from its execution and interpretation shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

12.2 The Frankfurt Regional Court, Commercial Division, shall have exclusive jurisdiction, irrespective of the value of the claim, in all matters relating to this agreement, provided that no other place of jurisdiction is prescribed by law.



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## **§ 13 PRECEDENCE OF GERMAN VERSION OF GCC**

13.1 These GCC are published in various languages. In case of doubt, the German version shall prevail.