

ABDUI LOGISTICS SERVICES WLL GENERAL TERMS AND CONDITIONS

The following terms and conditions shall govern the relationship between the Company and the Merchant in respect of the Services undertaken by the Company:

1. DEFINITIONS AND INTERPRETATIONS:

In these Conditions the following definitions have the meanings as detailed below:

" Aircraft "	means an aeroplane, helicopter or other machine capable of flight.
"Airport-to-Airport Shipment"	arises if the Carriage is not Multimodal Transport and is undertaken by air.
"Carriage"	means the whole or any part of the packing, stuffing, loading, carriage, transporting, unpacking de-stuffing, unloading, storing, warehousing, handling and any other services whatsoever undertaken by the Company in respect of the Goods covered by these Conditions.
"Company"	means Abdui Logistics Services WLL.
"Company Group"	means Abdui Logistics Services WLL and any of its direct or indirect subsidiaries, affiliates, associates, or agents.
"CMR"	means the provisions of the Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956 as amend from time to time and it is expressly provided that nothing in these Conditions shall be construed as compulsorily and/or at law applying the CMR, which only applies as a matter of contract law as provided for in these Conditions
"Conditions"	means theses terms and conditions.
"Container"	includes any container (including an open top container), flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and/or other device specifically constructed for the carriage of goods by land, sea or air and any connected equipment.
"Contract"	means the contract to be entered by and between the Company and the Merchant for providing the Services.
"Dangerous Goods"	includes goods that are or may become of a dangerous, inflammable, radio-active or damaging nature, goods liable to taint or affect other goods and goods likely to harbour or encourage vermin or other pests.
"Force Majeure"	Has the meaning given to it in clause 29.

"Freight"	includes all charges payable to the Company in accordance with the applicable tariff, the Company's quotation, the Contract and/or the bill of lading / airway bill.
"GCC States"	means the Gulf Cooperation Council States: The Kingdom of Bahrain, The State of Kuwait, The Sultanate of Oman, The State of Qatar, The Kingdom of Saudi Arabia and The United Arab Emirates.
"Goods"	means the whole or any part of the cargo and any packaging accepted from the Merchant and includes any Container not supplied by or on behalf of the Company.
"Hague Rules"	means the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of 25 August 1924.
"Hague Visby Rules"	means the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of 25 August 1924, as amended by the Protocol of 23 February 1968 and 21 December 1979 as amended from time to time and it is expressly provided that nothing in these Conditions shall be construed as contractually or compulsorily or at law applying the Hague-Visby Rules.
"Merchant"	means the Person whether themselves an agent or a principal, firm, company, corporation or Merchant that requires the Services of the Company and includes the shipper, holder, consignee, receiver of the Goods and any Person owning or entitled to the possession of the Goods or of a bill of lading / airway bill and anyone acting on behalf of such Person.
"Montreal Convention"	means the provisions of the Convention for the Unification of Certain Rules for International Carriage by Air of 28 May 1999 as may be amended from time to time and it is expressly provided that nothing in these Conditions shall be construed as compulsorily and/or at all applying the Montreal Convention, which only applies as a matter of contract law as provided for in these Conditions.
"Multimodal Transport"	arises if the place of receipt or the place of delivery (or both) are filled in on the relevant bill of lading or where the Goods are transported by more than one mode of transport.
"Orders"	means any written order or request submitted by the Merchant to the Company to benefit from its Services.
"Person"	includes persons or anybody or bodies corporate.
"Port-to-Port Shipment"	arises if the Carriage is not Multimodal Transport and is undertaken by sea.

"Services"	means the services provided by the Company in relation to Goods, which are contained at Appendix 1 and include but are not limited to arranging for logistics, transport, warehousing, customs clearance, Freight, survey work or any others revives listed at Appendix 1.
"Service Provider"	means any third party entrusted by the Company to conduct the Services or any part thereof.
"SDR"	means a special drawing right as defined by the International Monetary Fund.
"SOLAS"	means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time.
"SOLAS Guidelines"	means the Guidelines regarding the verified gross mass of a container carrying cargo (MSC.1/Circ.1475). published by the International Maritime Organization, as amended from time to time.
"Subcontractor(s)"	includes owners, charterers and operators of vessels and aircraft (other than the Company) stevedores, terminal and groupage operators, road, rail and air transport operators, warehousemen and any independent contractors employed by the Company in the performance of the Carriage and any direct or indirect Subcontractors, servants and agents thereof whether in direct contractual privity or not.
"Vehicle"	means motor vehicles, articulated vehicles, trailers and semi-trailers as defined in article 4 of the Convention on Road Traffic dated 19 September 1949, as amended from time to time.
"Vessel"	means any water borne craft used in the Carriage under these Conditions, the bill of lading, the Contract and/or a quotation and/or commercial terms, which may be a feeder vessel or an ocean vessel.

2. APPLICATION

- 2.1 The parties and in particular the Merchant agrees that it has had notification of these Condition, has read them, fully understood them and that they are fair and reasonable.
- 2.2 Subject to clause 2.3 and 2.42.4 below, all services and activities of the Company in the course of business of the Company whether gratuitous or not are subject to these Conditions.
- 2.3 Where a document bearing a title of or including "bill of lading" (whether or not negotiable), or "waybill", or "airway bill" is issued by the Company and provides that the Company contracts as the contractual carrier, such document whether the bill of lading, waybill or airway bill (as the case maybe) and these Conditions shall apply but the

provisions set out in the bill of lading, waybill or airway bill (as the case maybe) shall be paramount in so far as such provisions are inconsistent with these Conditions. Where such a document, whether the bill of lading, waybill or airway bill (as the case maybe) is issued on behalf of the Company but not by the Company and/or is issued by the carrier these Conditions, where inconsistent will be paramount.

- 2.4 Where a Contract and/or quotation and/or commercial terms are issued by the Company the Contract and/or quotation and/or commercial terms and these Conditions shall apply but the provisions set out in these Conditions shall be paramount in so far as such provisions are inconsistent with these Conditions.
- 2.5 The Company is not a common carrier. It is expressly understood and agreed that whenever the Company is instructed to clear, forward, transport or store the Goods or render any other Service to its Merchants, the Company shall be authorised to entrust any or all such Services to a Service Provider(s) and/or Subcontractor(s) as per the terms and conditions agreed upon between the Company and the Service Provider(s) and/or the Subcontractor(s), a copy of which shall be furnished to the Merchant upon request, and the Merchant shall be bound by such conditions. It is further expressly understood and agreed that in such circumstances the contract of carriage that the Merchant has is directly with the Service Provider(s) and/or Subcontractor(s) pursuant to the terms contained in the same, the Company is not the contractual carrier or an agent of the Service Provider(s) and/or Subcontractor(s), has no liability, whatsoever, save to the extent provided for in these Condition and any claim that the Merchant has in relation to the contract of carriage is against the Service Provider(s) and/or Subcontractor(s) save to the extent that any damage or loss to the Goods is as a result of the wilful negligent acts or fraud of the Company subject to the provisions of these Conditions.
- 2.6 By entering into any contract and/or the Contract with the Company and/or by accepting the quotation and/or commercial terms provided by the Company and/or in accepting any document issued by the Company in connection with such the Contract and/or quotation and/or commercial terms, the Merchant irrevocably accepts these Conditions for themselves and their agents and for any parties on whose behalf they or their agents may act, and in particular but without prejudice to the generality of this Clause, they accept that the Company shall have the right to enforce against them jointly and severally any liability of the Merchant under these Conditions or to recover from them any sums to be paid to the Company by the Merchant which upon proper demand have not been paid.
- 2.7 Further the Merchant acknowledges that the Company does not, either by entering into any contract (including the Contract and/or the bill of lading and/or way bill and/or airway bill and/or the quotation and/or commercial terms) or by performing work or Services, assume, abridge, abrogate or undertake to discharge any duty of the Merchant to any other person, including without limitation any obligation of the Merchant to deliver goods of a certain quality or condition under any contract of sale
- 2.8 Every variation, cancellation or waiver of these Conditions and/or bill of lading and/or way bill and/or airway bill and/or the Contract and/or the quotation and/or commercial terms must be in writing signed by a Director of the Company. Notice is hereby given that no other person has or will be given any authority whatsoever to agree to any

variation, cancellation or waiver of these Conditions and/or bill of lading and/or the Contract and/or the quotation and/or commercial terms.

3. REMUNERATION AND ADDITIONAL COSTS

- 3.1 All prices quoted shall be based on the prices that apply at the time of the quotation and/or the Contract and/or commercial terms are agreed and shall be determined on a case by case basis. If between the time of the offer and the time of execution of the Contract and/or the quotation and/or commercial terms been agreed, one or more of the cost factors (including but not limited to fees, wages, freight prices, free storage time, container and vehicle demurrage, and exchange rates, costs due to changes in the terms of the bill of lading and/or airway bill and/or way bill and/or the Contract and/or the quotation and/or commercial terms , documentation costs, costs incurred due to any changes in the policies or laws of the import, export or transit countries , any other types costs not mentioned herein etc.) increase, the Company is entitled to pass on the increase to the Merchant.
- 3.2 Unless provided otherwise, all-in or fixed rates shall not include any duties, taxes, value added or sales tax, withholding tax and government levies, costs of preparing bank guarantees (if any) and insurance premiums.
- 3.3 In the event of circumstances that are of such a nature that when concluding the Contract and/or the quotation and/or or the bill of lading and/or way bill and/or airway bill and/or commercial terms (as the case may be) it was not in the reasonable contemplation of the Company that extra costs would be incurred or would increase the costs of the Services being performed, the Company shall be entitled to an additional payment. Where possible, the Company shall consult in advance with the Merchant in respect of the additional payment. In such a case, the additional payment shall consist of the additional costs that the Company has had to incur in order to perform the Services, plus an additional payment - deemed fair and equitable - for the Services to be performed by the Company.
- 3.4 Expenses of an exceptional nature and higher wages arising whenever third parties and/or Service Provider(s) and/or Subcontractor(s), by virtue of any provision in the relevant agreements (or otherwise) between the Company and/or third parties and/or Service Provider(s) and/or Subcontractor(s), load or unload goods in the evening, at night, on Fridays, Saturdays or on Sundays or public holidays in the country where the Service is being carried out, shall not be included in the agreed prices, unless specifically stated. Any such costs shall therefore be remunerated by the Merchant to the Company.
- 3.5 Other than in cases of intent or deliberate recklessness on the part of the Company, in the event of the loading and/or unloading time being inadequate, all costs resulting therefrom, such as demurrage, waiting times, etc. shall be borne by the Merchant.

4. HAGUE-VISBY RULES

It is expressly provided and agreed between the Company and the Merchant that the Hague-Visby Rules are excluded and do not apply (whether compulsorily, at law and/or as matter of contract) to these Conditions.

5. CMR

It is expressly provided and agreed between the Company and the Merchant that the CMR does not apply compulsorily and/or at law to these Conditions, which only applies as a matter of contract law as provided for in these Conditions.

6. MONTREAL CONVENTION

It is expressly provided and agreed between the Company and the Merchant that the Montreal Convention does not apply compulsorily and/or at law to these Conditions, which only applies as a matter of contract law as provided for in these Conditions.

7. MERCHANT'S WARRANTIES AND RESPONSIBILITIES

7.1 The Merchant warrants that:

- (a) in agreeing to these Conditions he is, or has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and that he/she/it is either the legal owner of the Goods, which is the subject matter of the Services, or the duly and legally authorised agent of the Goods' subject to the Services and also that he has legal authority to accept these Conditions not only for himself but also as agent for and on behalf of the Merchant;
- (b) all relevant information required by the Company will be provided in a prompt and timely manner, particularly in relation to any inherent features of the Goods, directly or through its suppliers, contractors, customers, carriers, agents or any other person or organization duly designated and / or authorized by the Merchant;
- (c) it will provide any administrative or customs authorizations, and/or any other document or license required to complete customs formalities, where necessary;
- (d) the Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable during the Carriage;
- (e) neither the receipt, delivery or handling of the Goods nor any payment or other transaction relating to the Goods will expose the Company or any member of Company Group, the Subcontractor(s), the Services Provider(s) or any of their employees, servants, agents, banks, insurers or reinsurers to any sanction, prohibition or penalty (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country (including but not limited to the GCC States, and/or the United States of America and/or the countries in the European Union and/or the United Kingdom and/or the Kingdom of Saudi Arabia and/or the Sultanate of Oman and/r the Kingdom of Bahrain and/or the place from and to the place which Services are provided), supranational or international governmental organization (including but not limited to the United Nations and/or the European Union) or any other authority;
- (f) none of the Persons falling with the meaning of Merchant is or is owned or controlled by or is acting on behalf of a Person which is included on any list of individuals or entities with whom transactions are currently prohibited or may become prohibited or restricted under any sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organisation or other Authority, including but not limited to the consolidated list of financial or any other sanctions targets in the United Kingdom or the United States of America's list of Specially Designated Nationals and/or the United Nations and/or the European Union and/or the GCC States and/or the Kingdom of Saudi Arabia and/or the Sultanate of Oman and/or the Kingdom of Bahrain and/or the place from and to the place which Services are provided; and that
- (g) the Goods are not intended to be used in the design, development, or production of nuclear, chemical, or biological weapons and must not be banned or prohibited

for use by country of import or any international organisations, or for activities which cause disturbances, or against the law of the specific country, or cause national security issues of the specific country. The Company or the Company Group are not to be considered part of any such activities and all consequences (legal and or financial) are the liability of the Merchant and or its associates (direct or indirect) and or its members or employees.

- 7.2 The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear, pay and indemnify the Company against all duties, taxes, fines, impost, expenses or losses (including, without prejudice to the generality of the foregoing Freight for any additional Carriage undertaken) incurred or suffered by reason thereof, or by reason of any illegal, incorrect, untimely or insufficient declaration, marking, numbering or addressing of the Goods.
- 7.3 All of the Persons coming within the definition of Merchant shall be jointly and severally liable to the Company for the due fulfilment of all obligations undertaken by the Merchant in these Conditions.
- 7.4 If Containers supplied by or on behalf of the Company are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors clean, odour free and in the same condition as received, to the point or place designated by the Company, within the time prescribed. Should a Container not be returned in the condition required and/or within the time prescribed in the bill of lading, way bill or airway bill or the Contract and/or quotation and/or commercial terms, the Merchant shall be liable for any detention, loss or expense incurred as a result thereof.
- 7.5 Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Company. The Merchant shall indemnify the Company for all loss of and/or damage and/or delay to such Containers. Merchants are deemed to be aware of the dimensions and capacity of any Containers released to them.
- 7.6 The Merchant further confirms not to agree any terms, suggestions, services, or practices which give the ownership of the goods to any third parties other than the goods intended for sale by the parties by the Merchant from any member, or employee, or any direct or indirect associates of the Company or Company Group. The Company or the Company Group are not liable for any loss to the Merchant or any other parties directly or indirectly due to such act.
- 7.7 The Merchant further confirms that the goods are shipped as per the invoice, packing list/delivery note, bill of lading/airway bill/roadway bill and any discrepancy in this respect is not the Company or the Company Group's liability whether such loss is caused directly or indirectly. Any consequences (legal or financial), due to any such acts by the Merchant or members (employees) of the Merchant or any of its direct or indirect associates is also not considered the Company or the Company Group's liability.

The Merchant further confirms that all payments made to the Company or the Company Group should be made to the official banking account provided on the commercial invoice sent by the Company or the Company Group. No payment should be made in cash or to the personal account of any members (employees) of the Company or the

Company Group. Any loss due to negligence on this part is solely the responsibility of the Merchant.

7.8 The Merchant further warrants:

- (a) that he has reasonable knowledge of matters affecting the conduct of his business, including but not limited to the terms of sale and purchase of the Goods and all other matters relating thereto;
- (b) that the description and particulars of any Goods furnished by or on behalf of the Merchant are complete and accurate;
- (c) that he shall give sufficient and executable instructions whether or not requested by the Company; and
- (d) the Company shall not be responsible for any damage, whatsoever, caused to the Container unless such damage is due to the wilful negligent acts or fraud of the Company and as provided for in these Conditions.

8. SUBCONTRACTING

8.1 The Company shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage and/or Services.

8.2 The Merchant undertakes that no claim or allegation, whether arising in contract, bailment, tort, breach of express or implied warranty or otherwise shall be made against any servant, agent, or Subcontractor or Service Provider of the Company, which imposes or attempts to impose upon any of them or any Vessel, Vehicle or Aircraft owned or chartered by any of them any liability whatsoever in connection with the Goods or the Carriage of the Goods whether or not arising out of negligence on the part of such Person, and, if any such claim or allegation should nevertheless be made, to indemnify the Company against all consequences thereof. Without prejudice to the foregoing every such servant, agent, Service Provider and Subcontractor shall have the benefit of all the Conditions of whatsoever nature herein contained or otherwise benefiting the Company, as if such Conditions were expressly for their benefit and, in entering into this contract, the Company, to the extent of such Conditions, does so on its own behalf, and also as agent and trustee for such servants, agents, Service Providers and Subcontractors.

9. COMPANY'S RESPONSIBILITY:

9.1 The Company is not liable for any damage to the Goods whatsoever and howsoever caused except where such damage is as a result of the wilful neglect or fraud of the Company.

9.2 If the Company is engaged as an authorised customs agent carrying out the tasks entrusted to it by the Merchant. The Company will not be held responsible for inaccuracies, errors or omissions on documents or information submitted by the Merchant and/or its suppliers, customers, carriers, agents or any other person or organisation

9.3 Without prejudice to clause 9.1 above and any other provision in these Conditions, the Company's responsibility and liability towards the Goods (if any) shall be

determined as per the below and in all cases the total liability of the Company shall not exceed:

9.3.1 Cost of the goods as per invoice value or maximum USD 50,000 whichever is lower per event, for any liability arising from performing the Services.

9.3.2 USD 5,000 per declaration not exceeding a cumulative limit of USD 50,000 per annum in relation to providing customs and indirect taxation operations; and

9.3.3 Cost of freight for the Goods in respect of which delay has been suffered.

9.3.4 No liability for any loss due to cyber security, cyber-attacks or any other type of online/digital or other fraud.

PORT-TO-PORT SHIPMENT

9.4 Without prejudice to clause 9.1 above and any another provision in these Conditions: Where the Carriage is Port-to-Port, then the liability (if any) of the Company for loss of or damage to the Goods occurring between the time of loading at the port of loading and the time of discharge at the port of discharge shall be determined and limited in accordance with the Hague Rules Articles 1-8 inclusive (excluding Article III Rule 8 and Article IV Rule 8) only, which rules and articles shall apply as a matter of contract law.

9.5 The Company shall have no liability whatsoever for any loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, howsoever caused. Notwithstanding the above, in case and to the extent that any law of any country provides to the contrary, the Company shall have the benefit of every right, defence, limitation and liberty in the Hague Rules 1-8 (excluding Article III Rule 8 and Article IV Rule 8) as applied by clause 9.4 during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

9.6 In the event that the Merchant requests the Company to deliver the Goods:

(a) at a port other than the port of discharge; or

(b) at a place of delivery instead of the port of discharge, and the Company in its absolute discretion agrees to such request, such further Carriage will be undertaken on the basis that these Conditions are to apply to such Carriage as if the ultimate destination agreed with the Merchant as the port of discharge or place of delivery.

AIRPORT-TO-AIRPORT SHIPMENT

Without prejudice to clause 9.1 above and any another provision in these Conditions:

9.7 Where the Carriage is Airport-to-Airport, then the liability (if any) of the Company for loss of or damage to the Goods occurring between the time of loading at the port of loading and the time of discharge at the port of discharge shall be determined and limited in accordance with the Montreal Convention (excluding Articles 19, 22(3), 22(4), 23, 24 (including any revisions made to the limitation of liability contained in Article 22(3) pursuant to Article 24), 26, 33, 34(2), 34(4), 46, 47, 49) only, which convention shall apply as a matter of contract law.

9.8 The Company shall have no liability whatsoever for any loss or damage to the Goods while in its actual or constructive possession before loading or after discharge,

howsoever caused. Notwithstanding the above, in case and to the extent that any law of any country provides to the contrary, the Company shall have the benefit of every right, defence, limitation and liberty in the Montreal Convention (excluding Articles 19, 22(3), 22(4), 23, 24 (including any revisions made to the limitation of liability contained in Article 22(3) pursuant to Article 24), 26, 33, 34(2), 34(4), 46, 47, 49) as applied by clause 9.7 during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur in the air.

9.9 In the event that the Merchant requests the Company to deliver the Goods:

- (a) at a port other than the airport of discharge; or
- (b) at a place of delivery instead of the airport of discharge, and the Company in its absolute discretion agrees to such request, such further Carriage will be undertaken on the basis that the terms and conditions are to apply to such Carriage as if the ultimate destination agreed with the Merchant as the airport of discharge or place of delivery.

MULTIMODAL TRANSPORT

9.10 Without prejudice to clause 9.1 above and any another provision in these Conditions: Where the Carriage is Multimodal transport, the Company undertakes to perform and/or in its own name to procure performance of the Carriage from the place of receipt or the port / airport of loading, whichever is applicable, to the port / airport of discharge or the place of delivery, whichever is applicable. Save as is otherwise provided for in these Conditions, the Company shall be liable for loss or damage occurring during the Carriage only to the extent set out below:

9.11 Where the stage of Carriage where loss or damage occurred is not known.

(a) Exclusions

The Company shall be relieved of liability for any loss or damage where such loss or damage was caused by:

- (i) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Company, its servant, agent or subcontractor;
- (ii) compliance with instructions of any Person entitled to give them;
- (iii) insufficient or defective condition of packing or marks;
- (iv) handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting on his behalf;
- (v) inherent vice of the Goods;
- (vi) strike, lock out, stoppage or restraint of labour, from whatever cause, whether partial or general;
- (vii) a nuclear incident or cyber related attack; and/or
- (viii) any cause or event which the Company could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(b) Burden of Proof

The burden of proof that the loss or damage was due to one or more of the causes or events specified in this clause 9.11 shall rest upon the Company. Save that if the Company establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in clause 9.119.11(a) it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(c) Limitation of Liability

The total compensation due under this clause 9.11, if at all, shall under no circumstances whatsoever and howsoever arising exceed 2 SDRs per kilograms of the gross weight of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises and in all cases the total liability of the Company shall not exceed USD 50,000.

9.12 Where the stage of Carriage where the loss or damage occurred is known, subject to clause 22, the liability of the Company in respect of any loss or damage shall be determined and limited:

- (a) by the Hague Rules 1-8 (excluding Article III Rule 8 and Article IV Rule 8), which rules and Articles shall apply as a matter of contract law, if the loss or damage is known to have occurred during Carriage by sea; or
- (b) by the Montreal Convention (excluding Articles 19, 22(3), 22(4), 23, 24 (including any revisions made to the limitation of liability contained in Article 22(3) pursuant to Article 24), 26, 33, 34(2), 34(4), 46, 47, 49), which convention shall apply as a matter of contract law, if the loss or damage is known to have occurred during Carriage by air; or
- (c) if the loss or damage is known to have occurred during Carriage inland in accordance with the CMR (excluding Article 23, Article 41 and the 1978 Protocol to the CMR), which convention shall apply as a matter of contract law; or
- (d) where the provisions of clause 9.12(a) and/or 9.12(b) and/or 9.12(c) above do not apply, in accordance with the contract of carriage or tariffs of any inland Company in whose custody the loss or damage occurred or in the absence of such contract or tariff by the provisions of clause 9.11. For the purposes of clause 9.12 references in the Hague Rules to carriage by sea shall be deemed to include references to all waterborne Carriage. Further, for the purposes of clause 9.12 references in the Montreal Convention to carriage by air shall be deemed to include references to all airborne Carriage. Furthermore, for the purposes of clause 9.12 references in the CMR to carriage by land shall be deemed to include references to all Carriage by road in Vehicles.

9.13 If the place of receipt or place of delivery is not named by the Merchant, the Company shall be under no liability whatsoever for loss or damage to the Goods howsoever occurring if the place of receipt and/or place of delivery is not agreed in writing by the Company and such loss or damage arises prior to loading on to the vessel.

Amendment of place of delivery.

9.14 In the event that the Merchant requests, and the Company agrees to amend the place of delivery, such amended Carriage will be undertaken on the basis that these

Conditions are to apply until the Goods are delivered to the Merchant at such amended place of delivery.

10. COMPENSATION AND LIABILITY PROVISIONS

10.1 Subject always to the Company's right to limit liability as provided for herein, if the Company is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus Freight and insurance if paid. If there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.

10.2 Save as is provided in clause 10.3:

(a) Where clauses 9.4, 9.5, 9.7, 9.8, 9.11(a), 9.11(c) and 9.12 apply, the Company's liability and compensation due to the Merchant shall in no event exceed 2 SDR per kilo of the gross weight of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises and in all cases the total liability of the Company shall not exceed USD 50,000.

Where the last sentence of clause 11.1 applies and the Company is held liable as per the same, the Company's liability and compensation due to the Merchant shall not exceed the limitation of liability of the Freight paid for the Carriage and in all cases the total liability of the Company shall not exceed USD 50,000.

(b) Where clause 10.3 applies, the Company's liability and compensation due to the Merchant shall not exceed the limitation of liability of the Freight paid for the Carriage and in all cases the total liability of the Company shall not exceed USD 50,000.

(c) In all other cases (including but not limited to when the Goods are stored in a warehouse), the Company's liability and compensation due to the Merchant shall not exceed (i) the Freight paid for the Carriage, or (ii) the limitation of liability of 2 SDRs per kilogram of the gross weight of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises, whichever is lower, and (iii) and in all cases the total liability of the Company shall not exceed USD 50,000.

10.3 The Merchant agrees and acknowledges that the Company has no knowledge of the value of the Goods and higher compensation than that provided for in these Conditions may be claimed only when (i) with the consent of the Company, the value of the Goods declared by the Merchant upon delivery to the Company has been expressly agreed by the Company and (ii) extra freight is paid. In that case, the amount of the declared and agreed value shall be substituted for the limits laid down in these Conditions. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

11. GENERAL LIABILITY

11.1 The Company does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port / Airport of discharge or the place of delivery at any particular time or to meet any particular requirement of any licence, permission, sale contract, or credit of the Merchant or any market or use of the Goods and the Company shall under no circumstances whatsoever and howsoever arising be liable for any direct, indirect or consequential loss or damage caused by delay. If the Company should nevertheless

be held legally liable for any such direct or indirect or consequential loss or damage caused by such alleged delay, such liability shall in no event exceed the Freight paid for the Carriage and in all cases the total liability of the Company shall not exceed USD 50,000.

- 11.2 The Company shall under no circumstances be liable for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss or damage to goodwill (in each case whether direct or indirect) or any indirect or consequential loss whatsoever.
- 11.3 Save as is otherwise provided herein and, the Company's maximum aggregate liability whatsoever for all events which occur under these Conditions (other than loss or damage to Goods) will be limited to an amount equal to the Freight paid in relation to the Goods under which such liability has been incurred and, in all cases, the total liability of the Company shall not exceed USD 50,000.
- 11.4 Once the Goods have been received by the Company for Carriage the Merchant shall not be entitled to impede, delay, suspend or stop or otherwise interfere with the Company's intended manner of performance of the Carriage or the exercise of the liberties conferred by these Conditions nor to instruct or require delivery of the Goods at other than the port of discharge or place of delivery named agreed or such other port or place selected by the Company in the exercise of the liberties herein, for any reason whatsoever including but not limited to the exercise of any right of stoppage in transit conferred by the Merchant's contract of sale or otherwise. The Merchant shall indemnify the Company against all claims, liabilities, loss, damages, costs, delay, attorney fees, court fees, arbitral tribunal's fee, expert fees and/or expenses caused to the Company, its Subcontractors, servants or agents or to any other cargo or to the owner of such cargo during the Carriage arising or resulting from any stoppage (whether temporary or permanent) in the carriage of the Goods whether at the request of the Merchant, or in consequence of any breach by the Merchant of this clause, or in consequence of any dispute whatsoever in respect of the Goods (including, but without restriction, disputes as to ownership, title, quality, quantity, or description of and/or payment for the Goods) involving any one or more party defined herein as the Merchant as between themselves or with any third party other than the Company.

These Conditions shall also govern the responsibility of the Company in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

12. NOTICE OF LOSS, TIME BAR

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Company or its authorised agent at the place of delivery (or port of discharge if no place of delivery as agreed with the Company) before or at the time of removal of the Goods into the custody of the Merchant or if the loss or damage is not apparent within seven (7) calendar days thereafter, such removal shall be prima facie evidence of the delivery by the Company of the Goods as described in these Conditions. In any event, the Company shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought a within the time periods mentioned in the Hague Rules, the Montreal Convention, or the CMR if they apply pursuant to clauses 9.4, 9.8 and 9.12(c) as the case may be, and in all other cases twelve months after their delivery or the date when they should have been delivered or from notification of assessment (in respect of duties and taxes).

13. DEFENCES AND LIMITS FOR THE COMPANY

These Conditions shall apply in any action against the Company for any loss or damage whatsoever and howsoever occurring (and, without restricting the generality of the foregoing, including delay, late delivery and/or delivery) and whether the action be founded in contract, bailment or in tort and even if the loss or damage arose as a result of unseaworthiness, negligence, wilful misconduct or fundamental breach of contract.

14. MERCHANT-PACKED CONTAINERS

If a Container has not been packed by the Company:

- 14.1 These Conditions shall be a receipt only for such a Container.
- 14.2 The Company shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Company against any injury, loss, damage, liability or expense whatsoever incurred by the Company if such loss of or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any matters beyond the Company's control including, inter alia, without prejudice to the generality of this exclusion:
 - (a) the manner in which the Container has been packed; or
 - (b) the unsuitability of the Goods for carriage in Containers; or
 - (c) the unsuitability or defective condition of the Container and/or packet or the incorrect setting of any thermostatic, ventilation, or other special controls thereof, provided that, if the Container has been supplied by the Company, this unsuitability or defective condition could have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was packed.
- 14.3 The Merchant is responsible for the packing and sealing of all shipper-packed Containers and, if a shipper-packed Container is delivered by the Company with its original seal and/or packaging as affixed by the shipper intact, the Company shall not be liable for any shortage of Goods ascertained at delivery.
- 14.4 The Merchant shall inspect Containers before packing them and the use of Containers shall be prima facie evidence of their being sound and suitable for use. For the avoidance of doubt, the company shall not in any case be liable for household effects of any kind.
- 14.5 Without prejudice to the above and any another provision in these Conditions, the Company's responsibility and liability for shipper packed containers (if any) shall not exceed 2 SDRs per kilograms of the gross weight of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises and, in all cases, the total liability of the Company shall not exceed USD 50,000.

15. PERISHABLE CARGO

- 15.1 Goods, including Goods of a perishable nature, shall be carried in ordinary Containers without special protection, services or other measures unless it is expressly agreed with the Company in the Contract and/or in the quotation that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specifically equipped Container are to receive special attention in any way and the Company expressly accepts in writing to provide such specifically equipped Container or special attention. The Merchant undertakes not to tender for Carriage any Goods which require refrigeration,

ventilation or any other specialised attention without giving written notice of their nature and the required temperature or other setting of the thermostatic, ventilation or other special controls to the Company. If the above requirements are not complied with the Company shall not be liable for any loss of or damage to the Goods howsoever arising.

15.2 The Merchant should note that refrigerated Containers are not designed

- (a) to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and the Company shall not be responsible for the consequences of cargo being presented at a higher temperature than that required for the Carriage; nor
- (b) to monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and the Company does not guarantee the maintenance of any intended level of humidity inside any Container and/or packet.

15.3 The term "apparent good order and condition" when used in these Conditions, the Contract and/or quotation and/or commercial terms with reference to goods which require refrigeration, ventilation or other specialised attention does not mean that the Goods, when received were verified by the Company as being at the carrying temperature, humidity level or other condition designated by the Merchant.

15.4 The Company shall not be liable for any loss or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialised machinery, plant, insulation and/or apparatus of the Container, Vessel, Aircraft, Vehicle, conveyance and any other facilities, provided that the Company shall before and at the beginning of the Carriage exercise due diligence to maintain the Container supplied by the Company in an efficient state.

15.5 In the case of a temperature-controlled Container stuffed by or on behalf of the Merchant and/or by a third party, the Merchant further undertakes that;

- (a) the Container has been properly pre-cooled or preheated as appropriate;
- (b) the Goods have been properly stuffed in the container; and
- (c) its thermostatic controls have been properly set by the Merchant or the third party.

15.6 Without prejudice to the above and any another provision in these Conditions, the Company's responsibility and liability (if any) shall not exceed 2 SDRs per kilograms of the gross weight of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises and, in all cases, the total liability of the Company shall in any event, shall not exceed USD 50,000.

16. INSPECTION OF GOODS

16.1 The Company shall be entitled, but under no obligation, to open and/or scan any Package or Container at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or the Goods, the Company may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store them ashore or afloat, under cover or in the open, at any place, whichever the Company in its absolute discretion considers most

appropriate, which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under these Conditions. The Merchant shall indemnify the Company against any reasonable additional expense so incurred. The Company in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

16.2 Any Goods provided by the Merchant may be inspected and tested by Company and the Company may without any liability whatsoever and without prejudice to its rights reject to handle any Goods if it believes, in its absolute discretion that it does not comply with the applicable laws, regulations and/or its internal policies. The non-rejection by the Company cannot and shall not be interpreted in any means as acceptance of the Goods by the Company.

17. DESCRIPTION OF GOODS

17.1 These Conditions shall be prima facie evidence of the receipt by the Company in apparent good order and condition, except as otherwise noted, of the total number of Containers or other Packages or units entered agreed to be carried by the Company in the Contract and/or quotation and/or commercial terms and stated as "Total No. of Containers or Packages received by Company" in any document issued by the Company including but not limited to in the bill of lading and/or receipt.

17.2 No representation is made by the Company as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Company shall be under no responsibility whatsoever in respect of such description or particulars.

17.3 The Merchant warrants to the Company that the particulars relating to the Goods as set out in the Contract and/or any other document issued by the Company including but not limited to the bill of lading and/or receipt, including that required under clause 18.1, have been checked by the Merchant on receipt of these Conditions and that such information and particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful goods, and contain no contraband, drugs, other illegal substances or stowaways, and that the Goods will not cause loss damage or expense to the Company, or to any other cargo during the Carriage.

17.4 If any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or order number and/or details of any contract to which the Company is not a party, are shown in the Contract and/or invoice and/or receipt and/or any other document whether or not issued by the Company, such particulars are included at the sole risk of the Merchant and for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Company's liability under these Conditions.

18. SOLAS VERIFIED GROSS MASS REQUIREMENTS

18.1 The Merchant shall provide the Company with the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of Goods (LCL) carried pursuant to these Conditions and/or bill of lading, and/or the Contract and/or the quotation and/or commercial terms in accordance with SOLAS and the deadlines established by the Company. The Merchant acknowledges and agrees that the Company will rely on the accuracy and timeliness of such total gross mass

information and use this to comply with its obligations to Subcontractors and any Authority in accordance with SOLAS.

18.2 In the event of any non-compliance by the Merchant with clause 18.1 or where the Company reasonably believes the total gross mass information provided by or on behalf of the Merchant to be inaccurate or incomplete, the Company may, at its sole discretion and without notice to the Merchant:

- (a) arrange, at the Merchant's cost and as agent for and on behalf of the Merchant and without liability to the Merchant in accordance with clause 18.1, for the total gross mass of each packed Container (FCL) or each package of Goods (LCL) carried pursuant to these Conditions and/or bill of lading, and/or the Contract and/or the quotation and/or commercial terms to be established by a third party in accordance with SOLAS; or
- (b) establish itself or through a member of the Company Group, at the Merchant's cost, the total gross mass of each packed Container (FCL) or each package of Goods (LCL) carried pursuant to these Conditions and/or bill of lading, and/or the Contract and/or the quotation and/or commercial terms in accordance with SOLAS; or
- (c) refuse to load the Goods (if the Goods are not yet loaded) without liability to the Merchant or, if the Goods are loaded, arrange at the Merchant's risk and expense for the Goods to be landed and stored, and such landing and storage shall be deemed to constitute due delivery of the Goods under these Conditions and/or bill of lading, and/or the Contract and/or the quotation and/or commercial terms.

19. INDEMNITY

19.1 The Merchant shall promptly indemnify the Company, the Subcontractors, and/or the Service Providers and/or any member of the Company Group, their respective employees, servants, agents, insurers or reinsurers against all costs (including the costs of investigating and defending any claims), expenses, claims, losses, liabilities, orders, awards, fines, proceedings and judgments of whatsoever nature howsoever assumed, incurred or suffered as a result of or in connection with any of the following:

- (a) any breach by the Merchant of any of the warranties or obligations undertaken by the Merchant under these Conditions and/or bill of lading, and/or the Contract and/or the quotation and/or commercial terms;
- (b) any breach by the Merchant of any of the provisions of clause 25;
- (c) any other cause whatsoever in connection with the Goods for which the Company is not responsible;
- (d) the Company becoming liable to any other Person (including to a relevant Authority) and/or incurring additional costs by reason of the Company carrying out the Merchant's instructions;
- (e) the Company incurring liability in excess of its liability under the provisions of these Conditions regardless of whether such liability arises from, or in connection with a breach of contract, negligence, wilful misconduct or breach of duty by the Company, its agents, servants or Subcontractors or Service Providers;
- (f) delayed, inaccurate or incomplete verified gross mass information provided by or on behalf of the Merchant under clause 18.1 on which the Company relies.

- (g) all claims, costs and demands whatsoever and by whomsoever made in excess of the liability of the Company under the terms of these Conditions regardless of whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of the Company its servants, Subcontractors, Service Providers or agents.
 - (h) Additional costs caused by a Force Majeure event including but not limited to transport and storage charges, demurrage and standing fees, deviations due to pandemics, insurance, removal by reason of the Company carrying out the Merchant's instructions.
- 19.2 The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of the Goods (including, but not limited to, the Container(s)) of the Company or any person or Vessel or Aircraft or Vehicle caused by the Merchant or any person acting on behalf of either of them or for which the Merchant is otherwise responsible.
- 19.3 The Merchant undertakes that no claim shall be made against any director, servant, or employee, affiliates, Subcontractor, Service Provider and agents of the Company which imposes or attempts to impose upon them any liability in connection with any Services which are the subject of these Conditions and/or bill of lading and/or way bill and/or airway bill and/or the Contract and/or the quotation and/or commercial terms and if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.
- 19.4 Without prejudice to the foregoing, every such director, servant, employee, affiliate, Subcontractor, Service Provider or agent shall have the benefit of all provisions herein, as if such provisions were expressly for their benefit. In entering into the Contract bill of lading and/or the quotation and/or commercial terms, the Company, to the extent of those provisions, does so not only do so on its behalf but as agent and trustee for such servants, subcontractors and agents.

20. PAYMENT CONDITIONS: FREIGHT, EXPENSES AND FEES

- 20.1 Full Freight shall be payable based on particulars furnished by or on behalf of the Merchant. The Company may at any time open the Goods or Container(s) and, if the Merchant's particulars are incorrect then without prejudice to the Company's other rights under these Conditions, the Merchant and the Goods shall be liable for the correct Freight and any expenses incurred in examining, weighing, measuring, or valuing the Goods.
- 20.2 Full Freight shall be considered completely earned on receipt of the Goods by the Company and shall be paid and nonreturnable in any event.
- 20.3 All sums payable to the Company are due on demand and shall be paid in full in [as accordingly quoted currency] or, at the Company's option, in its equivalent in the currency of the port / airport of loading or of discharge or the place of receipt or of delivery or as specified in the bill of lading and/or the Contract and/or the quotation and/or commercial terms.
- 20.4 The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies relative to Freight in the applicable bill of lading and/or way bill and/or airway bill and/or the Contract and/or the quotation and/or commercial terms in the event of any discrepancy between Freight (incl. charges etc.) items in the bill of

loading and/or way bill and/or airway bill and/or the Contract and/or the quotation and/or commercial terms and any Company invoices, the invoices shall prevail.

- 20.5 All Freight shall be paid without any set-off, counter-claim, deduction whatsoever or stay of execution at latest before delivery of the Goods.
- 20.6 If the Merchant fails to pay the Freight when due he shall be liable also for payment of service fee or interest due on any outstanding sum, reasonable attorney fees and expenses incurred in collecting any sums due to the Company. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Company or its authorised agent, shall not be deemed payment to the Company and shall be made at the Merchant's sole risk.
- 20.7 The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to freight forwarders and the Merchant shall have no claim whatsoever on any brokerages, commissions and allowances and any other remuneration received by the Company or shipping and forwarding agents.
- 20.8 All compensation and payments due to Company are stated exclusive of any tax including value-added tax, sales tax or similar tax or withholding tax (where applicable) that may be rightfully levied on such compensation or payments. Any such tax, if properly imposed by the taxing authorities where the Company is based, shall be separately stated on the applicable invoices and shall be paid (directly or indirectly) to Company in accordance with applicable laws of the place where the Company is based.
- 20.9 In respect of all sums which are overdue to the Company the Merchant shall be liable to pay to the Company 12% per annum during the period such amounts are overdue for the extra work, administration costs and effort involved in chasing the Merchant for the overdue sums
- 20.10 The Company shall have the right to enforce against the Merchant and the Merchant jointly and severally any liability of the Merchant under these Conditions or to recover from them any sums to be paid by the Merchant, which upon demand have not been paid.

21. LIEN

- 21.1 The Company shall have a lien on the Goods and any documents relating thereto, funds held and any other goods in respect of which the Company is providing services to the Merchant ("Other Goods") for all sums payable to the Company under the Contract, salvage contributions and for general average contributions to whomsoever due. The Company shall also have a general lien against the Merchant on the Goods and any document relating thereto, funds held and any Other Goods, for all sums due from him to the Company and/or the Company Group under any other contract. The Company may exercise its lien at any time and any place in its sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that purpose the Company shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant. The Company's lien shall survive delivery of the Goods.
- 21.2 If on the sale of the Goods the proceeds fail to realise the amounts due, the Company shall be entitled to recover the difference from any of the parties included in the terms

Merchant or Merchant. The balance amount (if any) that remains upon satisfaction of the Company's claimed dues from Merchant shall be paid to the Merchant.

21.3 In any event any lien shall:

- (a) survive the delivery of the Goods, and
- (b) extend to cover the cost of recovering any sums due.

and for that purpose, the Company shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant or Merchant and at the Merchant's and/or Merchant's expense and without any liability towards the Merchant or Merchant.

22. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

22.1 The Goods may be packed by the Company in Containers and consolidated with other goods in Containers.

22.2 Goods, whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant unless agreed in writing with the Merchant specifically that the Containers or Goods will be carried under deck. If carried on deck, the Company shall not be required to note, mark or stamp on the bill of lading and/or the Conditions and/or the Contract and/or the quotation and/or commercial terms any statement of such on-deck carriage. Save as provided in clause 22.3, such Goods (except livestock) carried on or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of goods for the purpose of the Hague Rules Articles 1-8 (excluding Article III Rule 8 and Article IV Rule 8) which rules and articles apply as matter of contract law and shall be carried subject to the same.

22.3 Goods (not being Goods stowed in Containers other than flats or pallets), which are agreed in writing to be carried on deck and livestock, whether or not carried on deck, are carried without responsibility on the part of the Company for loss or damage of whatsoever nature or delay arising during the Carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and the Hague Rules Articles 1-8 (excluding Article III Rule 8 and Article IV Rule 8) which rules and Articles apply as matter of contract law.

23. METHODS AND ROUTES OF CARRIAGE

23.1 The Company may at any time and without notice to the Merchant:

- (a) use any means of transport or storage whatsoever;
- (b) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel, Aircraft and/or Vehicle other than the Vessel, Aircraft and/or Vehicle that the Goods were carried in originally or by any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein;
- (c) unpack and remove the Goods which have been packed into a Container and forward them via Container or otherwise;
- (d) sail without pilots, proceed via any route, (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the port / airport of loading

herein provided) once or more often, and in any order in or out of the route or in a contrary direction to or beyond the port / airport of discharge once or more often;

- (e) load and unload the Goods at any place or port (whether or not any such port is named as the port / airport of loading or port / airport of discharge) and store the Goods at any such port or place or warehouse;
- (f) comply with any orders or recommendations given by any Authority or any Person or body or purporting to act as or on behalf of such Authority or having under the terms of the insurance on any conveyance employed by the Company the right to give orders or directions.

23.2 The liberties set out in clause 23.1 may be invoked by the Company for any purpose whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading other goods, bunkering or embarking or disembarking any person(s), undergoing repairs and/or dry-docking, towing or being towed, assisting other vessels, making trial trips and adjusting instruments. Anything done or not done in accordance with clause 23.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

24. MATTERS AFFECTING PERFORMANCE

24.1 If at any time Carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this Contract was entered into or the Goods were received for Carriage) the Company may at its sole discretion and without notice to the Merchant and whether or not the Carriage is commenced either:

- (a) Carry the Goods to the contracted port / airport of discharge or place of delivery, whichever is applicable, by an alternative route to that indicated in these Conditions or that which is usual for Goods consigned to that port / airport of discharge or place of delivery. If the Company elects to invoke the terms of this clause 24.1(a) then, notwithstanding the provisions of clause 23, he shall be entitled to charge such additional Freight as the Company may determine; or
- (b) Suspend the Carriage of the Goods and store them ashore or afloat upon these Conditions and endeavour to forward them as soon as possible, but the Company makes no representations as to the maximum period of suspension. If the Company elects to invoke the terms of this clause 24.1(b) then, notwithstanding the provisions of clause 23, he shall be entitled to charge such additional Freight and Costs as the Company may determine; or
- (c) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port /airport, which the Company may deem safe and convenient, whereupon the responsibility of the Company in respect of such Goods shall cease. The Company shall nevertheless be entitled to full Freight on the Goods received for the Carriage, and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods. If the Company elects to use an alternative route under clause 24.1(a) or to suspend the Carriage under clause 24.1(b) this shall not prejudice its right subsequently to abandon the Carriage.

24.2 The Company may at any time comply with the orders or recommendations given by any authority whether governmental or not. The responsibility of the Company in

respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with such orders or recommendations.

24.3 The Company's quotation and/or commercial terms shall be on the basis of immediate acceptance and subject always to the Company's right of withdrawal or revision with or without notice to the Merchant, whenever the circumstances may dictate.

25. DANGEROUS GOODS AND SPECIAL INSTRUCTIONS

25.1 No Goods which are or which may become of a dangerous, noxious, hazardous, flammable, or damaging nature (including radioactive material), or which are or may become liable to damage any Persons or property whatsoever, and whether or not so listed in any official or unofficial, international or national code, convention, listing or table shall be tendered to the Company for Carriage without previously giving written notice of their nature, character, name, label and classification (if applicable) to the Company and obtaining the Company's consent in writing prior to the Company's receipt of the Goods and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements.

25.2 If any such Goods are delivered to the Company in breach of any of the provisions of this clause, or if in the sole opinion of the Company the Goods are or are liable to become of a dangerous, noxious, hazardous, flammable or damaging nature they may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Company's right to Freight and, the Company shall be under no liability whatsoever to make any general average contribution in respect of such Goods.

25.3 Should the Merchant otherwise than under special arrangements previously made in writing with the Company deliver to the Company or cause the Company to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other pests, or Goods liable to taint or affect other Goods, the Merchant shall be liable for all loss or damage arising in connection with such goods and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever and howsoever arising in connection therewith, and the Goods may be dealt with in such a manner as the Company or any other person in whose custody they may be at any relevant time shall think fit.

25.4 If the Company agrees to accept Dangerous Goods and then, in the sole opinion of the Company or any other person, they constitute a risk to other goods, property, life or health they may without notice be destroyed or otherwise dealt with at the expense of the Merchant or Merchant.

25.5 The Company shall not be obliged to make any declaration for the purposes of any statute, convention or contract as to the nature or value of any Goods, or as to any special interest in delivery unless express written instructions to that effect have been received and accepted by the Company.

25.6 Unless otherwise previously agreed in writing or otherwise provided for under the provisions of a document signed by the Company or in the Contract or in the quotation and/or commercial terms, instructions relating to the delivery or release of Goods against payment or against surrender of a particular document shall be in writing.

26. INSURANCE

- 26.1 It is the responsibility of the Merchant to insure the Goods as no insurance will be effected by the Company on the Goods except upon express instructions given in writing by the Merchant. All insurance effected by the Company is subject to the usual exceptions and conditions of the policies of the insurance Company or underwriters taking the risk.
- 26.2 The Company is an agent of the Merchant in respect of effecting insurance if asked to do so but has no obligation to arrange the insurance otherwise.
- 26.3 Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy.
- 26.4 Should the insurers dispute their liability for any reason the insured / Merchant shall have recourse against the insurers only. The Company shall not have any responsibility or liability whatsoever in relation to the insurance notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its customers.
- 26.5 The Company shall, during the term of the Contract and until completion of the Services take out and maintain a comprehensive Freight Forwarding Liability Insurance policy covering its liabilities under the Contract.

27. NOTIFICATION AND DELIVERY

- 27.1 Unless otherwise stipulated in these conditions, any notification made under the contract, quotation or in the commercial terms (as the care may be) will be considered valid if made by registered letter with acknowledgment of receipt to the address indicated in the Contract.
- 27.2 Any mention in these Conditions of parties to be notified of the arrival of the Goods is solely for information of the Company. Failure to give such notification shall not involve the Company in any liability nor relieve the Merchant of any obligation hereunder.
- 27.3 The Merchant shall take delivery of the Goods within the time provided for in the applicable bill of lading and/or way bill and/or airway bill and/or the Contract and/or the quotation and/or commercial terms. If the Merchant fails to do so, the Company may without notice unpack the Goods if packed in Containers and/or store the Goods ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Company in respect of the Goods or that part thereof shall cease and the costs of such storage shall forthwith upon demand be paid by the Merchant to the Company.
- 27.4 If the Goods are unclaimed within a reasonable time (and in any event after seven (7) calendar days after their arrival at the Port, Airport or any other place of discharge) or whenever in the Company's opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Company may at its discretion and without prejudice to any other rights which it may have against the Merchant without notice and without any responsibility attaching to it sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant and apply any proceeds of sale in reduction of the sums due to the Company from the Merchant in respect of these Conditions.
- 27.5 Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this clause and/or to mitigate any loss or damage thereto shall constitute a waiver by

the Merchant to the Company of any claim whatsoever relating to the Goods or the Carriage thereof.

27.6 The Company may in its absolute discretion receive the Goods as full container load and deliver them as less than Full Container Load and/or as break-bulk cargo and/or deliver the Goods to more than one receiver. In such event the Company shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are found upon the unpacking of the Container.

28. GENERAL AVERAGE AND SALVAGE

28.1 General average to be adjusted at any port or place at the Company's option, this covering all Goods carried on or under deck. General average on a Vessel not operated by the Company shall be adjusted according to the requirements of the operator of that vessel.

28.2 Notwithstanding clause 28.1 above, the Merchant shall defend, indemnify and hold harmless the Company in respect of any claim (and any expense arising therefrom) of General Average nature and/or salvage which may be made on the Company in respect of the Goods and shall provide such security as may be required by the vessel owner or the Company to cover the estimated contribution of the Goods and any salvage and special or particular charges thereon. Such security shall if required be submitted to the vessel owner prior to delivery of the Goods.

28.3 The Merchant shall promptly furnish suitable and acceptable security, in the Company's sole reasonable discretion and/or which is acceptable to Salvors and/or General Average Adjusters (as the case may be), to the Company and/or the Salvors and/or General Average Adjusters (as the case may be).

28.4 The Company shall be under no obligation to take any steps whatsoever to collect security for general average and salvage contributions due to the Merchant.

29. FORCE MAJEURE

29.1 Should any circumstances arise which are beyond the reasonable control of the Company and prevents the complete or partial fulfilment by the Company of its obligations under the Contract and/or bill of lading and/or way bill and/or airway bill and/or quotation and/or commercial terms and/or under these Conditions, regardless whether officially announced or not, including, without limitation: acts of God, fire, flood, earthquake, peril of sea, embargo, sanction, wars, military operations of any character, cyber-attacks, blockades, strikes, lockouts, governmental restrictions imposed on import / export / flow of currency, epidemic or pandemic (including COVID-19 and Monkey Pox) as declared by the World Health Organisation, the United Nations, the European Union, the United Kingdom, the GCC States, the Kingdom of Saudi Arabia, Sultanate of Oman, the Kingdom of Bahrain or any other country or region in the world where the Goods are or are to be carried from or to and/or where the Services are or are to be provided from, including any lockdowns, closure of borders and cities or other restrictions having a material impact on the performance of the Company's obligations under the Contract, the time for the fulfilment of the obligations under the Contract and/or the bill of lading and/or way bill and/or airway bill and/or the quotation and/or commercial terms and/or under these Conditions shall be extended for a period equal to that during which such contingencies remain in force.

29.2 If the Company wishes to suspend performance of its obligations under the Contract and/or the bill of lading and/or the quotation and/or commercial terms and/or under these Conditions due to a Force Majeure event it shall provide written notification to the

Merchant of both the commencement date and the event date of the Force Majeure event. The said notification shall be provided within a reasonable time of each respective event / date.

29.3 Neither Party shall be held liable for any damages as a result of an event of Force Majeure.

29.4 Should such circumstances continue for more than sixty (60) calendar days, the Company may terminate the Contract, and/or the bill of lading and/or way bill and/or airway bill and/or the quotation and/or commercial terms by giving fifteen (15) calendar days written notice without incurring any liability to the Merchant.

30. MISCELLANEOUS

30.1 The defences and limits of liability provided for by these Conditions shall apply in any action against the Company whether such action be founded in contract or tort or in bailment or any other cause.

30.2 No servant or agent of the Company shall have the power to waive or vary any the Contract and/or the bill of lading and/or the quotation and/or commercial terms and/or these Conditions unless such waiver or variation is ratified in writing by the Company and signed by a Director of the Company.

30.3 No waiver by the Company with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

30.4 If any clause, sub-clause or other provision of the Contract and/or the bill of lading and/or way bill and/or airway bill and/or the quotation and/or commercial terms and/or these Conditions is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Contract and/or bill of lading and/or way bill and/or airway bill and/or quotation and/or commercial terms and/or these Conditions and shall be duly replaced by a valid clause that will provide up the extent legally possible the same meaning of the severed clause.

30.5 The Merchant shall not be entitled to assign its rights or obligations under the Contract and/or the bill of lading and/or way bill and/or airway bill and/or the quotation and/or commercial terms and/or these Conditions without prior written consent of the Company.

30.6 The headings to the clauses and paragraphs of these Conditions, the Contract and/or bill of lading and/or way bill and/or airway bill and/or the quotation and/or commercial terms are for guidance only and shall not affect the interpretation thereof.

30.7 All notices and claims in connection with these Conditions, the Contract and/or bill of lading and/or way bill and/or airway bill and/or quotation and/or commercial terms must be in writing.

30.8 Any notice served by post shall be deemed to have to be given on the third day following the day on which it was posted to the address of the recipient of such notice last known to the Company.

30.9 These Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Conditions.

- 30.10 No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the Contract and/or the bill of lading and/or way bill and/or airway bill and/or the quotation and/or commercial terms and/or these Conditions shall be binding unless hereafter made in writing and signed by the Director of the Company.
- 30.11 If any legislation is compulsorily applied by the courts of the GCC (despite the expressly agreed provisions of clause 33 below) to any business undertaken, these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be over-ridden to that extent and no further.

31. CONFIDENTIALITY

- 31.1 Each party acknowledges that the confidentiality of all information and data resulting from the performance of the Services is of the utmost importance. Unless the receiving party obtains the disclosing party's prior consent or instruction, the receiving party shall, neither before nor after termination of the Contract, bill of lading and/or way bill and/or airway bill and/or quotation and/or commercial terms, disclose or use directly or indirectly any information and data obtained from the disclosing party or otherwise in connection with the performance of the Services or the activities of the disclosing party.
- 31.2 The non-disclosure obligation under clause 31.1 shall not apply to information and data which, as evidenced by the receiving party:
- 31.2.1 Is already in the public domain at the time of disclosure through no fault of the receiving party;
 - 31.2.2 Is already known by the receiving party at the date of disclosure and not subject to restriction on disclosure;
 - 31.2.3 Is lawfully acquired from others who did not obtain it in circumstances which gave rise to any obligation of confidentiality (express or implied) owed to the disclosing party;
 - 31.2.4 Is disclosed with the prior written approval of the disclosing party (to the extent and for the purpose so approved);
 - 31.2.5 Is disclosed by the disclosing party on an explicitly non-confidential basis; or
 - 31.2.6 Is required to be disclosed under applicable laws or by a governmental order (including customs and tax administration), decree, regulation or rule, or by judicial authorities (provided the receiving party shall give notice to the disclosing party prior to such disclosure).
- 31.3 Each party furthermore undertakes to limit access to such information and data to those of its employees, affiliates, subcontractors and insurers reasonably requiring the same for the performance of the Services ("Authorized Persons") and shall not use any such data and information in any way other than for the purpose aforementioned. The receiving party shall take all-necessary and appropriate measures to ensure that the Authorized Persons adhere to and comply with the same confidentiality commitment and the receiving party shall be liable for any disclosure of such information and data howsoever arising by any of the Authorized Persons.

31.4 A breach of the receiving party's obligations under this clause 31.1 shall be considered a material breach and without prejudice to any of its rights under the Contract and/or bill of lading and/or way bill and/or airway bill quotation and/or commercial terms and/or at law, the disclosing party shall be entitled to terminate the Contract or provision of Services in accordance with clause **Error! Reference source not found.**

31.5 This confidentiality mutual undertaking shall remain valid from the date of the Contract, bill of lading or quotation and/or commercial terms (whichever is earlier) and will remain in force thereafter for five (5) years from the date of expiry or termination of the Contract and/or bill of lading and/or way bill and/or airway bill and/or quotation and/or commercial terms (whichever is later) for any reason whatsoever.

32. COMPLIANCE WITH LAWS

32.1 If the Company's obligations under the Contract and/or bill of lading and/or way bill and/or airway bill and/or quotation and/or commercial terms shall be increased or reduced by reason of the making or amendment after the date of the Contract and/or the bill of lading and/or way bill and/or airway bill and/or the quotation of any law or any order or regulation having the force of law that shall affect the performance of Company's obligations under the Contract and/or the bill of lading and/or way bill and/or airway bill and/or the quotation and/or commercial terms and/or these Conditions, the Contract and/or the bill of lading and/or way bill and/or airway bill and/or the quotation and/or commercial terms price and delivery period shall be adjusted accordingly and/or performance of the Contract and/or the bill of lading and/or way bill and/or airway bill and/or the quotation and/or commercial terms suspended or terminated, as appropriate and determined by the Company without any liability whatsoever on the Company and without prejudice to its rights.

32.2 Merchant agrees that all applicable import, export control and any and all sanctions, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the jurisdictions in which Company and Merchant are established or from which items may be supplied or issued by the United Nations, the United Kingdom, the United States, the European Union and/or the GCC States and/or the Kingdom of Saudi Arabia, and/or Sultanate of Oman and/or the Kingdom of Bahrain from time to time, and the requirements of any licenses, authorizations, general licenses or license exceptions relating thereto will apply. In no event shall the Company use, transfer, release, export or re-export any Goods in violation of such applicable laws, regulations, orders, any and all sanctions or requirements or the requirements of any licenses, authorizations or license exceptions relating thereto.

32.3 The Merchant shall be liable for any and all duty, fees, fines and any other import charges and/or value added tax and/or withholding tax levied/imposed by the customs, port, municipal and/or other government authorities or any other public and/or regulatory bodies in any relevant jurisdiction at any port or place for or in connection with the Goods sustained by the Company in connection therewith.

33. LAW AND JURISDICTION

33.1 These Conditions, the Contract and/or the quotation and/or commercial terms and any claim or dispute arising out of or in connection with the Services shall be governed by and construed in accordance with the laws of England and Wales

33.2 All disputes arising hereunder, and all non-contractual matters associated with, arising out of or in connection with them shall be referred to arbitration with the legal seat and place of the arbitration being the Dubai International Financial Centre (DIFC), Dubai, the United Arab Emirates, save that the Company retains the unilateral right to bring

proceedings against the Merchant in any court of its choosing which the Merchant accepts that he has had notice of (including this arbitration clause) and agrees with.

- 33.3 The said arbitration shall be conducted in accordance with the Rules of the London Maritime Arbitrators Association (LMAA) (**Rules**), current at the time, when the arbitration is commenced, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three unless the parties agree on the appointment of a sole arbitrator. The language to be used in the arbitral proceedings shall be English.
- 33.4 The Merchant recognises and acknowledges that in the event of any breach of these Conditions, the Company is entitled to injunctive relief or other appropriate orders before any competent court.

ABDUI