

## GENERAL TERMS AND CONDITIONS OF SERVICE

### 1 | DEFINITION

"Applicable Laws" means all statutes, acts, orders, ordinances, orders, bylaws, and regulations and the lawful requirements of any public, municipal or other Authority in place and applicable to the Services, specifically including, without limitation, import and export laws and government regulations of any country to, from, or through which Goods may be carried. All references to Applicable Laws shall also include any subsequent amendment, re-enactment, or consolidation of such Applicable Laws.

"Authority" means any duly constituted legal or administrative body or Person, that exercises jurisdiction or authority within any nation, state, municipality, port, or airport;

"Carriage Document" includes, for carriage by air, an air waybill; for carriage by sea or ocean, a bill of lading or a sea waybill; for carriage by rail or by road, a consignment note or similar document; and for multimodal transport, or a combined transport document;

"Charges" includes all freight, costs, fees, expenses, commissions, duties, penalties, taxes, surcharges, detention, demurrage, storage, or other amounts payable to Seafriigo, any Authority, and/or Subcontractor with respect to the Services or the Goods;

"Conditions" means these General Terms and Conditions of Service as amended from time to time;

"Conventions" means any international conventions relevant to the performance of the Services, specifically including, without limitation, (i) Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on October 12, 1929 (commonly referred to as the Warsaw Convention), as amended by the Protocol to Amend the Warsaw Convention, done at the Hague on September 28, 1955 and the Montreal Protocol No. 4 to Amend the Warsaw Convention, signed at Montreal on September 25, 1975, and the Convention for the Unification of Certain Rules for International Carriage (commonly referred to as the Montreal Convention), (ii) the International Convention for the Unification of Certain Rules Relating to Bills of Lading, August 25, 1924 (commonly referred to as the Hague Rules), the Protocol to Amend the Hague Rules, February 23, 1968 (commonly referred to as the Hague-Visby Rules), or the United States Carriage of Goods by Sea Act, 46 U.S.C. App. §§ 1300 et seq. (commonly referred to as COGSA), as applicable, and (iii) the Convention of the International Carriage of Goods by Road, May 19, 1956 (commonly referred to as CMR).

"Customer" means any Person at whose request or on whose behalf any Services are provided by Seafriigo and/or its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, and/or consignees. It is the responsibility of Customer to provide notice and copies of these Conditions to all such agents or representatives;

"Dangerous Goods" includes Goods that are or may become dangerous, hazardous, noxious, toxic, explosive, flammable, or radioactive; Goods likely to damage, taint or adversely affect other goods; Goods that are likely to or do cause contamination; or Goods likely to harbor or encourage vermin or other pests;

"Force Majeure Event" includes fire, strike, labor dispute, civil disturbance, riot, war, terrorism, governmental order or regulation, cyber attack, pandemic, widespread power outage, failure of Information System, lack of Subcontractor transportation capacity, or other contingency or event beyond the reasonable control of Customer or Seafriigo;

"Goods" means the whole or any part of the cargo, packaging, and any Transport Unit accepted from Customer in connection with the Services;

"Information" means data, messages, advice, or information (including electronic data) in any form;

"Information System" means any computer hardware, computer software, website, portal, communication lines and information processing technologies operated or used by Seafriigo, Customer or any third party used in connection with the Services (including any computer, tablet, phone, or other mobile device);

"Instructions" means a statement of the specific requirements issued by Customer, an Authority, or any other Person;

"Landed Cost" means the manufactured or landed cost to Customer of the Goods, excluding the value of all salvage obtained or obtainable.

"Owner" includes all and any of the following (except Customer): the owner, shipper, or consignee of the Goods, any other Person who is or who may become interested in or otherwise entitled to the possession of or title to the Goods, and anyone acting on behalf of any of the these Persons;

"Person" means an individual, corporation or other legal entity, or a duly appointed representative of such corporation or other legal entity;

"Repair Cost" means the actual cost to repair damaged Goods; "Replacement Cost" means the actual replacement cost of lost or damaged Goods or the equivalent of such Goods;

"Seafriigo" means (i) Seafriigo USA, Inc., (ii) entities that are controlled by, that are under common control with, or that control Seafriigo USA, Inc. (collectively, the "Seafriigo Affiliates"), and (iii) any applicable Subcontractors.

"Services" means the whole or any part of any activities of whatever nature undertaken by Seafriigo with respect to Customer or in relation to Goods;

"Subcontractor(s)" means carriers, forwarders, brokers, or other direct and indirect subcontractors (of any degree or tier) engaged by or on behalf of Seafriigo from time to time to fulfill the performance of all or any part of the Services;

"Transport Unit" includes any container, trailer, pallet, packaging unit, or other device used for and in connection with the carriage, consolidation, or storage of Goods, as may be specified on a Carriage Document;

"Unlawful Goods" includes Goods that (i) are intended to be used in the design, development, or production of nuclear, chemical, or biological weapons (ii) are subject to trade controls or sanctions in their country of origin, passage, or destination, (iii) contain contraband or prohibited items or any item that infringes or may infringe intellectual property or other rights of any Person, or (iv) any other Goods that may be subject to detention by Authorities;

"USD" means United States Dollars;

"Valuable Goods" means any Goods of a valuable nature, including without limitation: bullion, bank notes, cash money, coins, drafts, credit cards, documents or papers of value of all kinds, articles or materials containing information or data of value in any form, precious stones, jewelry, antiques, or works of art; and

"Warehouse" means any building, facility, yard, or other real property leased or owned by Seafriigo for the storage and related handling of Goods.

### 2 | APPLICATION

These Conditions apply for the benefit of Seafriigo on its own behalf and also as agent for and on behalf of the Seafriigo Affiliates. Seafriigo, and specifically including the Seafriigo Affiliates and any Subcontractors providing Services hereunder, shall be entitled to all benefits, limitations, exclusions, and defenses set forth in these Conditions. These Conditions shall govern the Services performed or to be performed by Seafriigo for Customer or Owner, including any advice or information provided, whether gratuitously or not, except in the following instances: (i) Seafriigo and Customer have signed a bespoke agreement, in which case such agreement shall govern to the extent inconsistent with these Conditions; (ii) any mandatory or compulsory law, statute, regulation, convention, or treaty compulsorily applies to all or part of the Services, in which case such law, statute, regulation, convention, or treaty shall govern to the extent inconsistent with these Conditions; (iii) Seafriigo or its Subcontractor has issued a Carriage Document as the Carrier, in which case such Carriage Document shall govern to the extent inconsistent with these Conditions; (iv) Customer uses or accesses any Information System operated by Seafriigo, in which case any applicable Seafriigo user terms as published on the relevant Information System or otherwise provided by Seafriigo shall govern to the extent inconsistent with these Conditions; (v) Seafriigo has filed a tariff or other filing with the applicable Authority, in which case such tariff or other filing shall govern to the extent inconsistent with these Conditions; or (vi) in the unlikely event that these Conditions may not be enforceable or applicable to the Services and no Carriage Document applicable to the Services is issued, then the Services shall be governed by the applicable transport convention or the terms of the relevant national freight forwarders' association or national law, in the absence of

which, the British International Freight Association Standard Trading Conditions (2017 Edition) will apply.

### 3 | GENERAL

3.1 The failure by Seafriigo to exercise any rights under these Conditions shall not constitute a waiver of such rights.

3.2 In the event that any of these Conditions are found to be unenforceable, then the remainder of these Conditions shall continue to be in full force and effect.

3.3 Seafriigo may unilaterally amend these Conditions at any time by publishing the updated version on Seafriigo's website or by providing the updated version to Customer. All Services provided by Seafriigo after such publication shall be governed by the updated version of these Conditions.

3.4 Neither Seafriigo nor Customer shall be liable to the other for default in the performance or discharge of any of these Conditions if such default is caused by a Force Majeure Event; provided, however, the obligation to timely pay any sums hereunder, whether by Seafriigo or Customer, shall not be excused by a Force Majeure Event.

3.5 Seafriigo and Customer agree that the Services provided hereunder are provided on a non-exclusive basis. Seafriigo may provide service to any other shippers or customers, and Customer may obtain similar services from other carriers or providers. Nothing contained herein shall obligate Seafriigo to accept any or every shipment tendered to it by Customer. frigo nor Customer shall be liable to the other for default in the performance or discharge of any of these Conditions if such default is caused by a Force Majeure Event provided, however, the obligation to timely pay any sums hereunder, whether by Seafriigo or Customer, shall not be excused by a Force Majeure Event.

### 4 | CAPACITY OF SEAFRIGO

4.1 Seafriigo shall in all cases be an independent contractor of Customer. Seafriigo acts in the capacity specified in the applicable Carriage Document, which capacity includes, without limitation, the capacity of freight forwarder, transportation broker, or Non Vessel Operating Common Carrier (NVOCC). Seafriigo acts as an "agent" of Customer only with respect to Services specified in Sections 4.2, 6, and 8, and in connection with the entry and release of Goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of Customer and other dealings with governmental agencies.

4.2 If applicable, in all dealings with any Authority in the European Union for and on behalf of Customer or Owner, Seafriigo is deemed to be appointed as, and acts as, Direct Representative only under Article 5 of Council Regulation (EEC) No. 2913/92, such that Customer, and not Seafriigo, is solely responsible for any customs debt that may arise as a consequence of the import or export declaration.

4.3 Nothing contained in these Conditions nor in any dealings or activities between Seafriigo and Customer shall be construed in any way as creating any relationship of employment, partnership, or joint venture between Seafriigo and Customer. Except as expressly provided herein, neither party shall act or purport to act or represent itself, directly or by implication, as the agent, legal representative, partner or joint venture of the other party, nor in any manner assume or create or purport to assume or create any obligations in the name or on behalf of the other party.

4.4 Seafriigo may assign any of its rights or obligations in connection with the Services to any Seafriigo Affiliates without prior consent of Customer.

4.5 Any obligation or liability whatsoever of Seafriigo, which may arise at any time under these Conditions or under any Applicable Laws, or any obligation or liability which may be incurred by Seafriigo pursuant to any other instrument, transaction, or undertaking contemplated hereby shall not, under any circumstances, be personally binding upon, nor shall resort for the enforcement thereof, be had to the property of its individual officers, directors, shareholders, employees, agents, or representatives, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise, and Customer waives, to the fullest extent allowed by Applicable Laws, any and all liability of Seafriigo hereunder against such individual officers, directors, shareholders, employees, agents, or representatives.

4.6 Except as specifically set forth in these Conditions, Seafriigo makes no express or implied warranties in connection with the Services.

### 5 | CUSTOMER'S OBLIGATIONS

5.1 Customer expressly warrants that it is either the Owner or authorized agent of the Owner, and that it is authorized to accept and does accept these Conditions not only for itself but also for and on behalf of the Owner. Customer warrants that it is the lawful owner or has lawful possession of the Goods that may be tendered for transportation or warehousing by Seafriigo. Customer warrants that it has sole legal rights to authorize the transportation of the Goods, storage of the Goods, to authorize the release of the Goods, and to instruct Seafriigo regarding the delivery or disposition of the Goods. Customer agrees to notify all parties acquiring any interest in the Goods of these Conditions and further agree to indemnify and hold Seafriigo harmless from any claim by third parties related to the ownership, transportation, storage, handling, or delivery of the Goods, and from any other services provided by Seafriigo under these Conditions. Such indemnification shall include any attorneys' fees or other costs incurred as a result of any claim asserted against Seafriigo by a third party, regardless of whether or not suit is actually filed.

5.2 Where Services are to be provided by Seafriigo on a continuing basis, Customer shall, on a continuing basis, provide Seafriigo with forecasts of cargo throughput at such intervals and with such details as Seafriigo may reasonably require for the performance of the Services.

5.3 Customer acknowledges that, in preparing and submitting customs entries, export declarations, applications, security filings, documentation or other required data, Seafriigo relies on the timeliness, completeness, accuracy, and correctness of all information furnished by or on behalf of Customer, and Customer warrants that all information furnished by Seafriigo or on behalf of Customer relating to the Goods, their description, classification, barcoding, marks, number, weight, condition, volume and quantity of the goods, as furnished by Customer or on its behalf is timely, complete, accurate, and correct. On any import or export, in no event shall Seafriigo be responsible or liable for any increased duty, penalty, fine, or other expense unless caused by the gross negligence or willful misconduct of Seafriigo, in which event its liability to Customer shall be limited to USD \$50.00 per entry.

5.4 Customer is responsible for and hereby represents and warrants to Seafriigo as follows:

5.4.1 Customer is in compliance with, and shall at all times comply with, all Applicable Laws, and the Goods do not require Seafriigo to obtain any specific license or permit for transportation, storage, import, or export of the Goods and, to the extent required by Applicable Laws, the Customer has obtained all necessary export, and/or import licenses or permits.

5.4.3 Transportation, storage, import, or export of the Goods by Seafriigo, as applicable, is not prohibited by any Applicable Laws, including comprehensive economic or trade sanctions maintained by the United States, the European Union, the United Nations, the country of origin, or the country of destination.

5.4.4 Goods presented for any Services are not Unlawful Goods, and neither the Goods, nor any component thereof, are intended to be used in the design, development, or production of nuclear, chemical, or biological weapons, and neither Customer, nor any party with whom Customer trades, is a party identified on the United States Department of Commerce Denied Persons List or Entity List, the United States Department of Treasury Specially Designated Nationals List, the United States Department of State Debarred Parties List, European Union Sanction List, or any list of prohibited, denied, or blocked parties maintained by any country, territory, or other Authority.

5.4.5 Customer undertakes to review all documents and declarations prepared or filed with any Authority, and will immediately advise Seafriigo of any errors, discrepancies, incorrect statements, or omissions on any declaration or submission.

5.4.6 Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all Goods to be tendered to steamship lines and represents that Seafriigo is entitled to rely on the accuracy of such weights and to counterweigh or endorse it as agent of Customer in order to provide the certified weight to the steamship lines and only for that purpose. Customer agrees that it shall indemnify and hold Seafriigo harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or

questionable statements of the weight provided by the Customer or its agent or contractor on which Seafriigo relies.

5.5 Except where Seafriigo has agreed in writing to accept responsibility for the preparation, packing, stowage, labeling or marking of the Goods, Customer warrants that all goods have been properly and sufficiently prepared, packed, stowed, labeled and marked, and that the preparation, packing, stowage, labeling and marking are appropriate to withstand the ordinary risks of handling, storage and carriage.

5.6 Seafriigo will not knowingly accept or deal with any Unlawful Goods. Seafriigo will not accept or deal with any Dangerous Goods, except under special arrangements previously made in writing and duly executed by both Seafriigo and Customer. Should any Customer nevertheless deliver any Unlawful Goods or Dangerous Goods in violation of this Section 5.6, Customer shall be liable for all loss or damage caused by or to or in connection with the Dangerous Goods or Unlawful Goods however arising and shall defend and indemnify Seafriigo from and against all penalties, claims, losses, damages, costs and expenses arising in connection therewith. Dangerous Goods or Unlawful Goods tendered to Seafriigo may be destroyed or otherwise dealt with, at Customer's sole cost and expense, and in the sole discretion of Seafriigo or any other Person having custody of such Unlawful Goods or Dangerous Goods. If Dangerous Goods are accepted in accordance with this Section 5.6, such Dangerous Goods so accepted may nevertheless be destroyed or otherwise dealt with, at Customer's sole cost and expense, and in the sole discretion of Seafriigo, should such Dangerous Goods create or be deemed to reasonably create a threat or damage to other goods or property. Whenever Seafriigo is obligated under Applicable Laws to report Customer or any Goods to any Authority, Seafriigo shall have no liability whatsoever to Customer or any third party arising from Seafriigo's compliance with such Applicable Laws.

5.7 If Seafriigo agrees to accept for Service any Goods that require temperature or atmosphere control, Customer warrants that it shall not tender such Goods without having previously given written notice of their nature and particular temperature range to be maintained and, in the case of a temperature-controlled Transport Unit packed by or on behalf of Customer, Customer further warrants that (i) the Transport Unit has been properly pre-cooled or pre-heated as required; (ii) such Goods have been properly stuffed and packed in the Transport Unit; (iii) the Transport Unit thermostatic controls have been properly set; and (iv) the Transport Unit has been maintained in accordance with its manufacturer's directions and recommendations and is fit for purpose. Seafriigo shall not be liable for any loss or damage of or in relation to such Goods caused by a breach of these warranties by Customer, and Customer shall defend, indemnify and hold harmless Seafriigo from and against any liabilities, losses, damages or expenses arising from such breach. Seafriigo shall have no liability for the continued maintenance of any temperature inside the Transport Unit, whether such Goods were packed by or on behalf of Customer or Seafriigo.

5.8 Without prior agreement in writing, Seafriigo will not accept Valuable Goods or other Goods, whether prone to theft or otherwise, that require special arrangements previously made in writing, but not limited to, human remains, livestock, pets, and plants. Should Customer nevertheless tender any such goods to Seafriigo, or cause Seafriigo to handle or otherwise deal with any such goods, Seafriigo shall have no liability whatsoever for or in connection with such goods.

5.9 Seafriigo assumes no liability to Customer, Owner, nor any other Person for any loss or expense, including, but not limited to fines and penalties, arising from Customer's failure to comply with any Applicable Laws.

### 6 | CASH ON DELIVERY ARRANGEMENTS

Where Seafriigo has to engage third parties to comply with Instructions from Customer relating to the delivery or release of the Goods in specified circumstances, Seafriigo does so only as an agent for Customer. When Goods are accepted or dealt with upon Instructions to collect Charges from the consignee or any other person, Customer shall remain fully liable for the same if they are not paid by such consignee or other person. Seafriigo shall not have any liability for such arrangements, unless agreed in writing and duly executed by both Seafriigo and Customer. In such event, Seafriigo's liability for the performance of or arranging the performance of such Instructions shall not exceed the limit set forth in Section 15.3(iv)(2) of these Conditions.

### 7 | EXCESS VALUE DECLARATION

Seafriigo may, but shall not be required to, agree to accept liability in excess of the limits set forth in these Conditions, specifically Section 15 hereof, only upon (i) Customer's agreement to pay Seafriigo's additional charges for accepting such increased liability, and (ii) Seafriigo's agreement to accept such increase in liability in writing. Details of Seafriigo's additional charges for such increased liability will be provided upon request.

### 8 | CARGO INSURANCE

No cargo insurance will be arranged through Seafriigo unless Seafriigo has agreed otherwise in writing with Customer. In such event, Seafriigo will act solely as agent for Customer, and will lead to the formation of a separate contract for insurance between Customer and the insurance carrier. Seafriigo shall have no liability for any acts, omissions, or decisions of any such insurance carrier whatsoever. Should any such insurance carrier dispute liability or refuse to settle a claim for any reason whatsoever, Customer agrees it will have no recourse against Seafriigo.

### 9 | INDEMNITY

Customer shall defend, indemnify and hold harmless Seafriigo, including, without limitation, the Seafriigo Affiliates, any applicable Subcontractor, and each of their respective individual officers, directors, shareholders, employees, agents, or representatives (the "Seafriigo Indemnitees"), from and against any claim, cost, or demand whatsoever and by whomsoever made in connection with any and all acts or omissions of Customer, including but not limited to breach or alleged breach of any obligation, representation, or warranty set forth in these Conditions or any agreement with Seafriigo, the violation of any Applicable Laws or Conventions, the untimeliness, incompleteness, or inaccuracy of entry, export, security, description, weight, classification, origin, or any other attribute of the Goods, or for any duties, taxes, imports, levies, deposits, or outlays of any kind levied by any Authority at any time or place for or in connection with the Goods or Services, and for any related payments, fines, expenses, loss or damage whatsoever, including lost profits, attorneys fees and costs of litigation, incurred by the Seafriigo Indemnitees. The foregoing indemnity excludes claims to the extent arising from the gross negligence or willful misconduct of the Seafriigo Indemnitees.

### 10 | INFORMATION SHARING

10.1 Customer and Seafriigo may cooperate in the exchange of Information via their respective Information Systems. Unless otherwise expressly agreed in writing, Seafriigo shall not be liable for any loss, damage, cost, or expense arising out of or in connection with Seafriigo entering or sending incorrect or incomplete Information or damaging, corrupting, losing, or disclosing Customer's or any third party's Information or Information System.

10.2 To the fullest extent allowed by Applicable Laws, Customer agrees that Seafriigo shall have no liability whatsoever with respect to any Information System or Information. To the extent that Seafriigo is held liable for any matter arising out of, or in connection with, any Information System or Information, Seafriigo's liability shall be limited as set forth in Section 15.3(vii) of these Conditions.

### 11 | QUOTATION AND PAYMENT

11.1 Quotations are given for immediate acceptance and Seafriigo may (subject to the following) withdraw or revise a quotation at any time until it is accepted by Customer. Customer acknowledges and agrees that Seafriigo may revise quotations that have been previously accepted by Customer (i) if there is an increase in the costs of providing the Services by Seafriigo due to, including without limitation, a change to the Applicable Laws or the application of any law or policy of an Authority or other statutory charges which alters or varies the method or cost of providing the Services, or (ii) upon every anniversary (if any) of providing the Services. Unless otherwise agreed in writing, customs duties, levies, deposits, taxes, demurrage, detention, and other outlays are in addition to quoted rates.

11.2 Customer shall be obligated to pay Seafriigo for any Charges of any kind charged by any Authority or any Subcontractor in connection with the Goods or Services. Customer shall, upon

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request, make immediate full payment, whether in advance or in arrears, to Seafriigo to cover any such Charges. Seafriigo shall be entitled to retain and shall be paid all brokerage fees, commissions, allowances, and other remunerations customarily retained by or paid to freight forwarders. With respect to Charges for detention and demurrage, Seafriigo agrees to provide "free time" of up to the amount of free time provided by the applicable carrier or terminal pursuant to such carrier's or terminal's Federal Maritime Commission (FMC) rules tariff and/or rate sheet or terms and conditions (collectively, the "Carrier/Terminal Terms") notwithstanding that Seafriigo may have negotiated alternative terms with such carrier or terminal. All Charges for detention and demurrage shall be at rate(s) equal to the daily rate specified in the Carrier/Terminal Terms.

11.3 Charges for the Services shall be deemed fully earned upon the earlier of Seafriigo's receipt of the Goods or commencement of the Services by or for Seafriigo. Customer shall pay to Seafriigo all sums immediately when due, without reduction or deferral on account of any claim, dispute, counterclaim or set-off. Unless otherwise agreed by Seafriigo in writing, Seafriigo's invoices shall be due for payment immediately upon presentation and shall be deemed delinquent if not paid within three (3) business days following Seafriigo's presentation of the associated invoice or other document(s) setting forth the amounts owed by Customer. Under no circumstances shall Seafriigo be obligated to advance any sums on behalf of Customer unless otherwise agreed by Seafriigo in writing, to be understood and agreed that Seafriigo reserves the right to charge a reasonable disbursement fee for any sums advanced on behalf of Customer. All customs charges, duties, detention and demurrage, and other fees must be paid by Customer on demand.

11.4 Customer acknowledges and agrees that any amounts due hereunder that are not timely paid may, at Seafriigo's election, be subject to a late fee equal to one-and-one-half percent (1.5%), or the highest rate of interest allowed by Applicable Laws, whichever is less, assessed on top of such delinquent amount(s).

11.5 If any money owing to Seafriigo is not paid when due, in addition to all legal and equitable rights available to Seafriigo, Seafriigo may at any time by notice in writing to Customer and without liability whatsoever, elect to discontinue providing any or all Services, suspend the provision of any or all Services, and/or terminate the provision of any or all Services, whether or not such Services relate to such delinquent payment or any credit arrangements otherwise provided to Customer, whereupon all sums due and owing by Customer shall become immediately due and payable.

11.6 All billing or invoice inquiries or disputes must be presented to Seafriigo or Customer, as applicable, within 6 months after receipt of invoice. Any inquiries or disputes not presented within the time frame set forth herein shall be deemed waived. Notwithstanding the foregoing, Seafriigo may at any time offset any amounts owed or paid by Customer to Seafriigo against any amounts owed by Seafriigo to Customer, including, without limitation, unidentified payments and credits in Customer's favor, duplicate payments made by Customer, and accounts payable to Customer.

11.7 In any dispute involving amounts owed to Seafriigo, Seafriigo shall be entitled to all costs of collection, including reasonable attorney's fees, and interest at the rate of 18% per annum or the highest rate allowed by Applicable Laws, whichever is less.

### 12 | PERFORMANCE

12.1 Seafriigo will perform the Services with a reasonable degree of care, skill, and judgment.

12.2 Except as otherwise agreed in writing, Seafriigo, in its sole and absolute discretion, shall be entitled to engage in such conduct as may be necessary or required to fulfill Seafriigo's obligations hereunder. If, in the opinion of Seafriigo, it becomes necessary or desirable in the interest of Customer, Owner, or the Goods to deviate from any applicable Instructions provided by Customer or Owner, Seafriigo may do so, and Customer hereby expressly authorizes any such conduct by Seafriigo. Unless Services are provided by persons or companies engaged pursuant to express written instructions from the Customer, Seafriigo shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by Seafriigo that a particular person or company has been selected to render services with respect to the Goods shall not be construed to mean that the selected person or represents that such person or company will render such services nor does Seafriigo assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party, all claims in connection with the act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, Seafriigo shall reasonably cooperate with the Customer, and in such event, Customer shall be responsible for the payment of any charges or costs incurred by Seafriigo in connection therewith.

12.3 Seafriigo may at any time comply with orders or recommendations given by any Authority, and Seafriigo's responsibility with respect to the Goods shall terminate upon delivery or other disposition of the Goods pursuant to any Authority's orders or requirements.

12.4 Where Goods, Transport Units, or vehicles are to be delivered to Seafriigo, such items shall not be deemed as received by Seafriigo unless and until the Person making such delivery has reported to Seafriigo's reception office or other area designated by Seafriigo for the receipt of Goods, Transport Units, or vehicles.

12.5 Seafriigo reserves the sole right to choose the means, routes, and procedures to be followed with respect to the performance of the Services. Seafriigo is hereby authorized by Customer, at Seafriigo's sole discretion, to engage carriers, agents, brokers, and other service providers, without the necessity of obtaining Customer's consent or providing notice, to perform the Services.

12.6 Customer hereby authorizes Seafriigo, at its option and without obligation, to open any Goods, packages, or Transport Units tendered by or on behalf of Customer, without notice, so that Seafriigo may verify, inspect, examine, weigh, or measure the contents thereof, and any expenses associated therewith shall be the responsibility of Customer. All Goods tendered for transportation are subject to inspection by (i) Seafriigo, including any applicable Subcontractor, and (ii) any Authority. Notwithstanding the foregoing right to inspect Goods, Seafriigo is not obligated to perform such inspection except as mandated by Applicable Laws.

12.7 Customer shall be responsible for the cost of and arranging for, the loading and unloading of the Goods onto and off the Transport Unit, and Customer shall be responsible, at its sole cost and expense, for providing adequate and suitable facilities and equipment for loading and unloading the Goods onto and off the Transport Unit.

12.8 Unless Seafriigo has agreed in writing to complete the performance of a Service by an agreed point in time ("Time Guaranteed Performance"), Seafriigo agrees to perform the Services with reasonable dispatch and does not undertake that Services will be completed or the Goods (or documents relating thereto) will be delivered or made available within a particular time. Dates specified for completion of carriage or any other Service are estimates only. Seafriigo will make commercially reasonable efforts to keep Customer reasonably advised of delays.

12.9 In addition to the foregoing, the following terms and conditions shall apply in the event the Services include warehousing, storage, or other handling services provided or performed by Seafriigo at a Warehouse:

12.9.1 Goods may be warehoused or otherwise stored at any Warehouse, and such warehousing, storage, or other handling charges shall be at Customer's sole cost and expense. Seafriigo shall have no obligation to accept Goods that are not properly packaged or which, in the reasonable opinion of Seafriigo, are not suitable for movement or storage within the Warehouse. Prior to delivery at any Warehouse, Customer shall furnish Seafriigo with a manifest showing marks, brands, or sizes to be accounted for separately, together with the class of storage desired by Customer, if applicable.

12.9.2 If Seafriigo determines, in its sole discretion, that the original palletization of Goods must be broken down for storage purposes, Seafriigo shall be authorized to break down the pallets without further notice to Customer.

12.9.3 Seafriigo will store the Goods at its discretion at any one or more Warehouses. The identification of any specific location on any warehouse receipt or other storage document does not guarantee that the Goods shall be stored at such location. Seafriigo may, in its sole discretion, move Goods to any Warehouse.

12.9.4 Seafriigo may provide services in addition to simple warehousing and storage upon

Customer's request and to the extent agreed by Seafriigo in writing. Additional handling charges will apply whenever Goods are pulled for distribution or release, whenever physical inventories are requested by Customer, and whenever additional services are provided by Seafriigo that are not explicitly included in the applicable storage charge quoted to Customer. Such additional charges will be provided to Customer and will be invoiced to Customer in addition to any storage charges due.

12.9.5 Seafriigo reserves the right to terminate storage at any Warehouse where Goods are stored or otherwise being handled. In such event, Seafriigo may require the removal of the Goods or any portion thereof by giving Customer not less than thirty (30) days prior written notice. Customer shall be responsible for the payment of all charges attributable to the storage of said Goods through the date of such termination in addition to the cost of removing and arranging for the removal of the Goods. If the Goods are not removed within the time frame required by Seafriigo, Customer shall remain liable for any ongoing storage and handling charges, and Seafriigo may exercise its rights under applicable law, including, but not limited to, selling or otherwise disposing of the Goods.

12.9.6 For all Goods tendered for storage, Customer shall supply such information and documents as are necessary to comply with all Applicable Laws. For all Goods, Customer shall provide to Seafriigo all documents or other information necessary, useful, or required for the safe and proper warehousing, handling, and storage of the Goods. If such information and documents are not fully, accurately, and timely provided to Seafriigo, Customer shall indemnify Seafriigo for any consequences of such failure.

12.9.7 Unless specifically agreed to in writing, Seafriigo shall not be responsible for storage of any Goods in a temperature or humidity-controlled environment. Customer knowingly accepts that the Goods will be warehoused, stored, or handled in a non-temperature/humidity-controlled environment. Seafriigo will not be responsible for any loss or damage to the Goods that results from fluctuations in temperature range or in humidity levels of the Warehouse.

### 13 | DUE DELIVERY

13.1 Seafriigo shall be deemed to have performed all of its obligations and completed its performance of the Services in compliance with these Conditions ("Due Delivery"), if: (i) at any time, in the opinion of Seafriigo, performance of the Services is, or is likely to be, affected by any hindrance, risk, delay, difficulty, or disadvantage of any kind occurring before or after commencement of the Services, whereby Seafriigo, in its sole discretion, may treat the performance of the Services as terminated; (ii) the Goods are tendered to the custody and control of any Authority in accordance with Applicable Laws, customs, or practices; (iii) Customer or Owner notified delivery of the Goods fails to take delivery of the Goods; or (iv) the Goods are delivered to any Person presenting a Carriage Document stating that such Person is authorized to take delivery or possession of the Goods, including any forged or fraudulent Carriage Document unless Seafriigo had a reasonable basis to know that such Carriage Document was forged or fraudulent.

13.2 In case of Due Delivery pursuant to Section 13.1, Seafriigo shall have the right to store the Goods at any place at Customer's sole risk, cost, and expense, at which point, Seafriigo's obligations hereunder shall be deemed fully performed. Seafriigo's liability, if any, in relation to such storage, shall be governed by these Conditions. All costs incurred by Seafriigo as a result of Due Delivery pursuant to Section 13.1 shall be deemed as freight earned, and such costs shall, upon demand, be paid by Customer.

13.3 Seafriigo, in its discretion, shall be entitled, at Customer's sole cost and expense, and subject to compliance with any Applicable Laws and any express Instructions issued by Customer, to: (i) immediately and without notice, sell or dispose of any of the Goods that, in Seafriigo's reasonable opinion, cannot be delivered by reason of the Goods being insufficiently or incorrectly addressed, or if any Temperature Controlled Goods or other Goods appear to be perishing or deteriorating; and (ii) at least thirty days after Due Delivery, and following not less than thirty days prior written notice to Customer thereof, sell or dispose of any Goods that cannot be delivered.

### 14 | LIEN

Seafriigo shall have a general lien on any and all Goods (and documents relating thereto) of Customer or Owner, in Seafriigo's actual or constructive possession, custody or control, for all amounts owed by Customer to Seafriigo in connection with any Services or otherwise owed by Customer to Seafriigo pursuant to these Conditions. If any claim for payment remains unsatisfied for 30 days after demand for its payment is made, Seafriigo may sell at public auction or private sale, upon 10 days written notice to Customer or Owner, sent certified or registered mail with return receipt requested, the Goods (and documents relating thereto), or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of any amounts then due to Seafriigo. The surplus, if any, from any such sale shall be transmitted to Customer by Seafriigo, and Customer shall remain liable for any deficiency from any such sale.

### 15 | LIABILITY

15.1 Seafriigo shall not be responsible nor liable for any damage, loss, non-delivery or mis-delivery of Goods, nor for any delay or deviation whatsoever arising or caused except to the extent such damage, loss, non-delivery, mis-delivery, delay, or deviation was caused by the negligence or willful misconduct of Seafriigo while the Goods were in the actual custody of Seafriigo and under its actual control.

15.2 Seafriigo shall be entitled to the full benefit of all privileges, rights and immunities available to any Subcontractor, in particular but not limited to air, ocean, and ground carriers under their applicable Carriage Document, warehousemen or other providers, and any other Subcontractors under their standard trading terms and conditions. Additionally, any Subcontractors utilized by Seafriigo hereunder shall be entitled to the full benefit of all privileges, rights and immunities available to Seafriigo under these Conditions.

15.3 In all cases where liability has not been excluded or limited by these Conditions or by any mandatory Applicable Laws or the Conventions, the liability of Seafriigo is limited as follows:

(i) in the case of loss of or damage to Goods where the predominant service provided or arranged by Seafriigo is air transport, to the lesser of: (1) the Landed Cost; (2) the Replacement Cost; (3) the Repair Cost; (4) in the case of international air transport, the amount determined by and specified in the applicable Conventions; or (5) in the case of air shipments with pickup and delivery occurring in the same country, or in the event the Conventions are not applicable, the lesser of USD \$0.50 per pound or USD \$50.00 per occurrence.

(ii) in the case of loss of or damage to Goods where the predominant service provided or arranged by Seafriigo is ocean transport, to the lesser of: (1) the Landed Cost; (2) the Replacement Cost; (3) the Repair Cost; or (4) the amount determined by and specified in the applicable Conventions.

(iii) in the case of loss of or damage to Goods where the predominant service provided or arranged by Seafriigo is ground transport, to the lesser of: (1) the Landed Cost; (2) the Replacement Cost; (3) the Repair Cost; (4) the amount determined by and specified in the applicable Conventions; (5) the lesser of USD \$0.50 per pound or USD \$50.00 per occurrence; or (6) solely with respect to full truckload shipments transported within the United States and Canada, the lesser of the amounts set forth in this Section 15.3.(iii)(1) through (4) up to a maximum of USD \$100,000 per occurrence. With respect to any ground transportation, Seafriigo shall not be liable for a motor carrier's failure to maintain insurance nor for the accuracy of any documentation furnished by a motor carrier to Seafriigo or Customer evidencing said coverage.

(iv) in the case of loss of or damage to Goods where the predominant service provided or arranged by Seafriigo is warehouse, storage, or other handling services, to the lesser of: (1) the Landed Cost; (2) the Replacement Cost; (3) the Repair Cost; (4) USD \$0.50 per pound of the gross weight of the lost or damaged Goods; or (6) USD \$50.00 per occurrence.

(v) in the case of a claim arising from Services related to customs business, whether import or export, USD \$150 per entry or the amount of brokerage fees paid to Seafriigo for the applicable entry, whichever is less.

(vi) in the case of an error or omission, or a series of errors or omissions not involving loss of or damage to Goods, the actual loss incurred by Customer up to a maximum of USD \$25,000 per calendar year in the aggregate.

(vii) in the case of vehicles, Transport Units, or other equipment, the lesser of: (1) the actual

value of such equipment lost or damaged; (2) the reasonable cost to repair such equipment; (3) the amount specified by Applicable Laws or Conventions; or (4) USD \$5,000 per occurrence.

(viii) in the case of claims that are not otherwise covered in these Conditions, the lesser of: (1) the cost to provide replacement Services, whether such replacement Services are provided by Seafriigo or another third party; (2) the amount determined by and specified in the applicable Conventions or in any Applicable Laws; or (3) USD \$5,000 per occurrence.

As used in this Section 15.3 and elsewhere in these Conditions, the term "occurrence" shall mean each event arising from a common cause.

15.4. In the event Seafriigo is liable for performance delays as determined pursuant to Section 15.1 hereof, Seafriigo's liability shall be limited to the portion of the rates applicable to the relevant stage of the performance of Services at the time such delay occurred. If Seafriigo has agreed to Time Guaranteed Performance pursuant to Section 12.8 hereof, Seafriigo's liability shall be limited to the rates applicable to such shipment.

15.5 With respect to all claims against Seafriigo hereunder, unless and to the extent arising from the gross negligence or willful misconduct of Seafriigo, and to the fullest extent allowed by Applicable Laws, in no event shall Seafriigo's total liability exceed USD \$100,000 in the aggregate for the duration in which Services are provided to Customer.

15.6 The defenses and limits of liability provided for by these Conditions shall apply in any action(s) whether such action(s) are founded in contract, tort, negligence, or otherwise.

15.7. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS, AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, SEAFRIGO SHALL IN NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL OR ECONOMIC LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, ANY LOSS OF OR DAMAGE TO PROFITS, MARKET, REVENUE, SAVINGS, USE CONTRACT, GOODWILL OR BUSINESS, WHATSOEVER AND HOWSOEVER CAUSED, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS REASONABLY FORESEEABLE OR SEAFRIGO WAS ACTUALLY TOLD OF THE POSSIBILITY OF SUCH LOSS.

15.8 Notwithstanding anything contained herein to the contrary, in no event shall Seafriigo have any liability hereunder if and to the extent attributable to any of the following: (i) any act or omission of Customer or Owner or any Person (other than Seafriigo) acting on behalf of Customer or Owner; (ii) compliance with Instructions given by or on behalf of Customer, Owner, Authority, or other Person authorized to provide Instructions; (iii) insufficient packing, marking, labeling, or numbering of the Goods; (iv) handling, loading, stowing, unloading of Goods by Customer or Owner or any Person other than Seafriigo; (v) inherent vice or defect of the Goods; (vi) any Force Majeure Event; (vii) computer software or hardware defect, problem or virus that materially interrupts the business of Customer or Seafriigo; (viii) saving or attempt to save life during the performance of Services; or (ix) pilferage or theft, unless such loss or damage is caused by the failure of Seafriigo to exercise such ordinary care required by Applicable Laws.

15.9. If Customer considers the liability limits set forth herein to be inadequate, Customer is advised to obtain appropriate insurance, at Customer's sole cost and expense, to cover its interests or to make an Excess Value Declaration in accordance with Section 7.

15.10 Notwithstanding anything contained herein to the contrary, if loss of or damage to Goods occurs at sea or on an inland waterway, and the Subcontractor, Authority, or any other Person entitled to do so establishes a limitation fund, the liability of Seafriigo in such circumstances shall be limited to the lesser of (i) the limits set forth in this Section 15.3.(i) or (ii) the proportion of said limitation fund allocated to the Goods.

15.11 Should Seafriigo provide any Services gratuitously or at no charge to Customer, such Services will be provided at Customer's sole risk, and Seafriigo shall have no liability whatsoever and howsoever arising in connection with such Services.

15.12 Should the Services include any ground transportation into, within, or out of the United States, Seafriigo and Customer expressly waive any and all rights and remedies under Part B, 49 U.S.C. §13101 et seq. as provided for by 49 U.S.C. §14101(b) to the extent such rights and remedies conflict with these Conditions.

15.13 In all cases, Customer shall take all commercially reasonable steps to mitigate any losses or damages.

### 16 | NOTICE OF CLAIM AND FILING OF SUIT

16.1 Notice of any claim by Customer must be received in writing by Seafriigo or its designated agent within 3 days after the date specified in Section 16.2, except where Customer can show that it was impossible to comply with such deadline and such claim is made as soon as reasonably practicable. Unless otherwise required by Applicable Laws or Conventions, any suit to enforce these Conditions or to pursue remedies available to Customer hereunder or in connection with the Services must be filed in the proper forum as specified in Section 19 within 9 months after the date specified in Section 16.2. Notwithstanding the foregoing, prior to the filing of any suit, (i) Customer shall first provide written notice of the claim, dispute, or alleged breach of these Conditions, and Seafriigo shall have failed to cure or otherwise commence the curing of such claim, dispute, or alleged breach within thirty days after the date Seafriigo received such notice, and (ii) Seafriigo and Customer shall have taken commercially reasonable steps to resolve such claim, dispute, or alleged breach in a commercial setting attended by senior representatives of Seafriigo and Customer.

16.2 The date referred to in Section 16.1 shall be: (i) in the case of loss or damage to Goods, the date of scheduled or actual delivery of such Goods, whichever is earlier; (ii) in the case of delay or carriage of the Goods to an incorrect destination, the scheduled date of delivery; (iii) in the case of errors or omissions, the date of discovery of the relevant error or omission giving rise to such claim; and (iv) in any other case, the date of the event giving rise to the claim. Otherwise any claim shall be deemed to be waived and absolutely barred.

### 17 | GENERAL AVERAGE AND SALVAGE

Customer shall indemnify and hold Seafriigo harmless from and against all claims of a general average or salvage nature, and Customer shall provide on demand such security to Seafriigo, or to any party designated by Seafriigo, as may be required in connection therewith, with such security being made prior to the delivery or release of the Goods.

### 18 | INTELLECTUAL PROPERTY

Unless otherwise agreed in writing by Customer and Seafriigo, all intellectual property rights used by Seafriigo in the performance of the Services hereunder shall belong to Seafriigo or (if applicable) to the entity that has licensed the use thereof to Seafriigo. No authority to use any technology or property subject to such intellectual property rights is, nor shall be construed as, being provided hereunder.

### 19 | APPLICABLE LAW AND JURISDICTION

These Conditions and any arrangement to which they apply shall be governed by and construed according to (i) in the case of Services that originate in the United States, are invoked in the United States, or the final destination is the United States, the federal laws of the United States; or, if federal law is not applicable, by the state laws of the State of New York, and in such case, venue for any disputes hereunder shall be the United States District Court for the Southern District of New York ("US Choice of Law"); and (ii) in the case of all other Services and disputes, the federal laws of France, and in such case, venue for any disputes shall be in the Tribunal de Commerce, Le Havre, Normandy Region, France; provided, however, if these Conditions are held to be subject to the law of any other jurisdiction, then these Conditions shall continue to apply unless otherwise barred by or inconsistent with such laws. If the US Choice of Law applies for the purposes of this Section 19, the following shall apply:

(i) Customer irrevocably consents to the jurisdiction of the United States District Court for the Southern District of New York and the State courts of New York;

(ii) Customer agrees that any action relating to the Services performed by Seafriigo shall only be brought in said courts;

(iii) Customer consents to the exercise of in personam jurisdiction by said courts over it; and,

(iv) Customer further agrees that any action to enforce a judgment may be instituted in any jurisdiction.