

PART 2: GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

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0.0. Definitions

- 0.0. *SCHENKER*: refers to the Schenker entity that enters into an agreement with the Principal. Unless otherwise agreed upon in writing, SCHENKER shall always act in the capacity of freight forwarder (*expediteur*), never as carrier (*vervoerder*). SCHENKER shall only agree to act as carrier when it performs the carriage itself. When the Logistics Services entail carriage of goods by sea, it is understood and agreed that LSP has the liberty to choose to act either as a freight forwarder or as an agent of a professional NVOCC, appointed at LSP's discretion, in which case the standard trading conditions of the respective NVOCC will apply at all relevant times. When LSP appoints The Great Ocean Line Pte. Ltd ('*TGOL*') 2 Changi South Avenue 1, Singapore 486149, the TGOL B/L resp. SWB terms and conditions (Appendix 3) will apply at all relevant times.
- 0.1. *Principal*: the party that enters into an agreement with SCHENKER.
- 0.2. *Logistics Services*: all agreed services of any nature whatsoever related to the handling and distribution of goods, including but not restricted to collection, purchase, storage, stock management, order handling, preparing for shipment, invoicing, regarding the goods as well as the related data exchange and his management, customs, transport and forwarding. Under no circumstances will fiscal representation part of the Logistics Services.
- 0.3. *Goods*: the goods made available by or on behalf of the Principal to SCHENKER or its subcontractors with respect to the performance of Logistics Services, whether packed in containers or not, and includes any container not supplied by or on behalf of SCHENKER.
- 0.4. *Consignee*: the party to whom the Goods must be delivered to.
- 0.5. *Reception*: the moment in time at which the Goods are handed over to SCHENKER, subject to its reservations as the case may be, and from whereon the Goods are under its care.
- 0.6. *Delivery*: the moment in time at which the Goods are handed over to the Consignee, as the case may be subject to his reservations, and after which the Goods are no longer in SCHENKER's care.
- 0.7. *Demurrage*: cost for stay of a shipment at a marine terminal, railroad facility or container yard as from the moment that the free time period is exceeded.
- 0.8. *Detention*: charge applicable, after the free time period expires, for the use of a container outside a marine terminal, railroad facility or container yard. This free time period starts from the moment that the container is picked up full at a marine terminal, railroad facility or container yard.
- 0.9. *Demurrage & detention combined*: above mentioned two costs are combined in one tariff for which the free time period starts as from arrival of the container at the terminal in the port of discharge and ends once the container is returned empty to the depot of the carrier. In such situation an extra cost is payable if the container is returned empty to the carriers' depot after the indicated free time period.
- 0.10. *Storage*: in certain cases, when the "Demurrage", "Detention" or "Demurrage & detention combined" scenario is applicable, an additional cost for the storage of a container at the terminal in the port of discharge can be applicable. The cost is only applicable if the separate free time period for storage, which is the time between arrival at the terminal in the port of discharge until the pickup at this terminal, is exceeded.
- 0.11. *Warehouse rent*: costs for the stay of Goods in a deconsolidation warehouse from the moment that the given free time period is exceeded.
- 0.12. *Free time period*: The period agreed upon during which Demurrage, Detention, Warehouse rent and, if applicable, Storage, are not payable by Principal.
- 0.13. *Working days*: all calendar days, excluding Saturdays, Sundays, as well as all recognized public holidays.
- 0.14. *Force majeure*: All circumstances as referred to under article 18.1.
- 0.15. The word "*including*" will be deemed to be followed by the words "*without limitation*".
- 0.16. *CMR*: Convention on the Contract for the International Carriage of Goods by Road (Geneva, May 19th, 1956) and its Protocols.

1.0. Scope

- 1.1. These conditions are applicable, unless explicitly agreed otherwise in writing, to the Logistics Services and all legal relationships ensuing thereof; in so far they are not in conflict with imperative law and public order. Terms and conditions of the Principal are explicitly excluded and rejected from the contractual relationship between the parties.
- 1.2. When it is agreed upon that SCHENKER shall act as carrier, the carriage shall be subject to the mandatory conventions, statutes and regulations as well as the provisions of the transport documents (sea/air/CMR waybill, consignment note, etc.) and, in addition thereto, these conditions.
- 1.3. When SCHENKER acts as carrier and the Logistics Services entail transport of Goods by road, either national or international, the CMR shall be applicable.
- 1.4. Unless otherwise agreed upon in writing, all forwarding, customs and VAT assignments are subject to the provisions of:
for Schenker N.V. and Schenker Luxembourg GmbH, the Belgian Forwarding Conditions (2024) (annex 1);
for Schenker Logistics Nederland B.V. the Dutch Forwarding Conditions (2018) (annex 2).

In the case of a conflict between these conditions and conditions of professional organizations declared applicable by these conditions (e.g. the Belgian Forwarding Conditions), these conditions shall prevail.

- 1.5. All import and export customs formalities executed by SCHENKER shall be done in the capacity of direct representative. The Principal has to provide SCHENKER with a power of attorney which allows SCHENKER to act a direct representative on his behalf. Services related to customs operations are not presumed to have been accepted by SCHENKER.
- 1.6. Interpretation of the instructed delivery terms is based on the latest published version of the Incoterms.
- 1.7. SCHENKER is entitled to use subcontractors for the performance of the Logistics Services, unless otherwise agreed with the Principal.
- 1.8. Each agreement is concluded on and valid from the moment of acceptance of the offer by the Principal, or in case of lack thereof, the moment when SCHENKER has in fact commenced the execution of the agreement.
- 1.9. An offer is valid upon written acceptance of the offer up to and including the expiration date listed on the rate sheet. Unless otherwise agreed upon in writing, rates expire on 31-12.

2.0. Obligations of SCHENKER

- 2.1. SCHENKER shall perform the Logistics Services agreed with the Principal.
- 2.2. Service details (e.g. transit times, equipment availability, etc.) are only an indication based on current schedules and are subject to carrier's alternation. The mere mention of or reference to a delivery period or time by the Principal does not bind SCHENKER and can never give rise to damages.
- 2.3. The obligations of SCHENKER contained in these conditions are obligations of means and cannot, unless there is an explicit prior written agreement between the parties to the contrary, be interpreted as obligations of result.
- 2.4. In case SCHENKER is, after a sea carriage, in charge of the on-carriage transportation to the consignee, the date of discharge of a FCL shipment at the agreed upon place of delivery shall be considered as the end date for determining whether additional Detention charges (or Demurrage & detention combined charges) are applicable. In case the Principal arranges the on-carriage transportation, the end date will be the date of return of the container to the depot of the carrier.

3.0. Liability of SCHENKER

- 3.1. When SCHENKER acts as freight forwarder, it is not liable for any delay, loss and/or damage to the Goods whatsoever. All Logistics Services performed by SCHENKER in the capacity of freight forwarder shall be for Principal's risk and account.
- 3.2. The liability of SCHENKER as a freight forwarder is limited to faults or omissions of SCHENKER itself. In addition, SCHENKER's liability can only be invoked after SCHENKER has been put on notice in advance in writing and in a timely manner and after SCHENKER has been given sufficient time to remedy the default.

- 3.3. SCHENKER as freight forwarder is not liable for the performance of any agreement entered into by it, on behalf of the Principal, with contractors or agents, pertaining to, among other things, storage, carriage, customs clearance or goods handling, unless it is demonstrated by the Principal that the defective performance thereof was caused directly and solely by a fault or omission of SCHENKER itself.
- 3.4. When SCHENKER acts as a carrier, it may be liable for loss of or damage to the goods. However, this liability shall at all times be limited. In many cases, this limited liability does not cover the full value of the goods. Therefore, it is advisable to insure the goods against any potential loss or damage incurred during transit for an amount equivalent to their actual value plus any loss of profit. Such insurance is not included as standard and is not automatically taken out. SCHENKER offers its customers the option of procuring cargo insurance through a third-party intermediary. When SCHENKER, acting as carrier, does not deliver in the same condition as received, SCHENKER, except in case of Force Majeure and any other provisions in these conditions, shall be liable for the related damage and/or loss insofar this is attributable to SCHENKER. The Principal has the burden of proof that the damage and/or the loss occurred between the time of Reception and the time of Delivery as stipulated in these conditions.
- 3.5. SCHENKER shall not be liable for loss of or damage to the goods resulting from storage in the open air in accordance with the instructions of its Principal.
- 3.6. SCHENKER shall be exempt from liability in case of inaccurate, incomplete or incorrect instructions of the Principal, theft with burglary, violence or under threat; fire, explosion, lightning, aeronautical vehicles, water damages, inherent vice of the Goods and/or their (insufficient) packaging, hidden defects, strikes, war and riot and in case of Force Majeure as described in article 18.1.
- 3.7. Unless otherwise provided for by mandatory law, the general, contractual and extra-contractual liability of SCHENKER, regardless of the nature of the services, and regardless of the capacity in which SCHENKER acted, shall at all times be limited to 4.00 special drawing rights (S.D.R.) per kilogram of lost or damaged Goods with the absolute maximum of 32,500 EUR per event or series of events having the same cause of damage and a maximum aggregated liability of 100,000 EUR per 12 months. The liability of SCHENKER for loss of or damage to other goods is also limited to 4.00 special drawing rights (S.D.R.) per kilogram of lost or damaged goods with the absolute maximum of 32,500 EUR per damage causing event or series of events having the same cause of damage and a maximum aggregated liability of 100,000 EUR per 12 months. Schenker is not liable for any other losses and/or damages and/or claims, including, but not limited to, any losses and/or material and immaterial damages arising out of a breach of ancillary obligations. In addition, SCHENKER shall never be liable for indirect, immaterial, punitive, non-pecuniary and/or consequential damages and/or losses, including, without limitation, loss of profit or income, commercial losses, loss of production, employee costs, administrative costs, third party claims, damage to reputation or image and/or damage as a result of data loss and/or any and all losses and damages caused by malware, viruses, spyware, trojan horses, hacks or any other form of malicious code.
- 3.8. To the extent permitted by law, claims between the parties for both contractual and extra-contractual damages caused by the breach of a contractual obligation shall be governed exclusively by their contractual arrangements and, in addition, contract law, to the exclusion of the statutory provisions on extra-contractual liability.
- 3.9. To the extent permitted by law, the parties mutually waive any non-contractual liability claim for damages caused by the non-performance of a contractual obligation against the following categories of their auxiliary persons: directors, employees, independent consultants and interim staff.
- 3.10. When SCHENKER acts as carrier and the Logistics Services entail multimodal carriage:
- if the place of loss, damage or delay is known, SCHENKER is liable for loss of and/or damage to the Goods and/or delay in delivery of the Goods in accordance with the transport law convention applicable to the transport mode during which the loss, damage or delay occurred.
 - if the place of loss, damage or delay is not known, SCHENKER is liable for loss of and/or damage to the Goods and/or delay in delivery of the Goods in accordance with the transport law convention applicable to the transport during which the loss, damage or delay could potentially have occurred which would result in the highest amount of damages to be awarded to Principal.

- 3.11. SCHENKER is not liable for damages as a result of information and instructions provided by or to other persons than those referred to in the contract.
- 3.12. If SCHENKER repeatedly fails to comply with the substantial obligations, the Principal can, without prejudice to the right to compensation for damages as described in this article, terminate the contract with immediate effect if 30 days after having given formal notice hereof to SCHENKER, the failure to comply is still not remedied.
The compensation of the damage resulting from this termination SCHENKER shall at the most owe a sum to be agreed upon in writing at the beginning of the contract. If such an amount was not agreed upon in writing, this compensation shall in any and all cases be limited to 25,000 EUR.
- 3.13. All exceptions, defences, immunities, limitations of liability, indemnities, provisions and conditions provided for by any applicable statute, these terms and conditions, the agreement and/or the performance of work for the benefit of SCHENKER shall also apply to and be for the benefit of SCHENKER's subcontractors and auxiliaries.
- 3.14. SCHENKER can, at its discretion, sell or dispose the Goods without awaiting the instructions of the Principal if the perishable nature or condition of the Goods justifies this or if the costs of preservation are out of proportion compared to the value of the goods. The value of the Goods is the current market price or failing that, the usual value of Goods of the same nature and quality.
If the Principal abandons the Goods, SCHENKER may sell or dispose of the goods. SCHENKER can also order to sell if he has received no other instructions from the Principal within a reasonable period, of which the service can reasonably be demanded. If the Goods are sold in compliance with the present article, the proceeds of the sale shall be made available to the Principal deducting the costs related to the Goods. If these costs are higher than the proceeds of the sale SCHENKER will be entitled to recover the remaining costs from the Principal.
The law and the current practice of the place where the Goods are located shall apply to the procedure in case of sale. In any case, in the event of perishable Goods or Goods of which the costs of preservation are out of proportion with the value of the Goods the Principal will be notified in writing.

4.0. Obligations of the Principal

- 4.1. Principal will timely provide to SCHENKER all necessary information and documents concerning the Goods their handling as well as all information and documentation required for the proper performance of the agreement. The Principal is responsible for the accuracy, correctness, completeness and reliability of the information, data and documents provided to SCHENKER by himself or by third parties on his behalf. SCHENKER can suspend performance of the contract till the moment Principal has complied with all of his abovementioned obligations. He is also responsible for the correct labeling of the Goods/container(s).
SCHENKER is not held to examine the accuracy of the information and particulars provided by the Principal, nor the authenticity or regularity of the documents supplied by the Principal. Insofar late, inaccurate, incomplete and/or incorrect information, data and/or documents, delays the execution of the Logistic Services or prevents the Logistic Services to be performed as they should, all the costs and/or consequences resulting therefrom will be for the account of the Principal.
The Principal is also liable for any damage to the environment and for any damage or any harm SCHENKER, its representatives, personnel or subcontractors, if any, would sustain, as a result of late, inaccurate, incomplete and/or faulty information concerning the nature of the Goods.
- 4.2. Principal is held to inform SCHENKER of the necessary licenses and/or permits to perform the Logistic Services.
- 4.3. The Principal shall place the Goods at the agreed place, time, and manner, at least adequately and sufficiently packed suitable for transport, at the disposal of SCHENKER accompanied with the relevant transport documents and other documents required by law, unless otherwise agreed upon in writing.
- 4.4. The Principal is also responsible for labels identifying origin and product and for attaching tags in accordance with the intended services.
- 4.5. Each package must be clearly marked with details of the product, the full address of the Consignee and the consignor, symbols indicating how the packages must be handled, etc. Specifically for sea freight shipments, the name of the port of discharge should also be marked

on the Goods. Any outdated information must be removed or made illegible. The Principal shall remain liable for any damage caused by the absence of packaging suitable for transport. The sender is also liable for costs and/or complaints resulting from incorrect or incomplete information.

- 4.6. For land transport, a transportable packaging means: packaging must be suitable for transport, preferably palletized and overhanging (protruding) goods must be avoided.
- 4.7. For maritime (ocean) transport a transportable packaging means: Goods that are packaged in a seaworthy manner and for which the packaging material complies with the ISPM-15 standards (fumigation). Attention, fumigation is not included in SCHENKER's quotation and any costs for this are always payable by the Principal.
- 4.8. For air transport, a transportable packaging means: Goods that are packed in an airworthy manner, in a closed package and free from manipulation.
- 4.9. The Principal shall return empty containers clean to the dedicated depot, this means no residues, packing debris or any other dirt, no nails on/in the floor, no rests of lashing / dunnage materials, no IMCO or any other labels.
- 4.10. For all customs declarations executed by SCHENKER, the Principal needs to provide SCHENKER with all necessary information required to submit a customs declaration in a correct manner. This information includes but is not limited to providing the correct commercial documents (purchase/sale invoices, relevant certificates) and providing the applicable customs commodity code(s), country of origin, VAT number and EORI number of the exporter/importer of record and all other relevant information which needs to be declared to the competent authorities (like for instance royalties, BTI's, CUS number for pharmaceutical products). The Principal declares that the provided customs instructions are complete and correct and he undertakes to entirely indemnify and hold harmless SCHENKER from and against all losses and/or damages which can directly or indirectly arise out of the execution of a customs declaration.
- 4.11. Principal shall indemnify and hold SCHENKER harmless against any and all claims of third parties regarding damage, loss, liability, costs and/or fines directly or indirectly caused by the Goods, inadequate or insufficient packaging, or act or negligence of the Principal, its employees, agents and auxiliaries incorrect, insufficient and/or inaccurate records, information and documentation.
- 4.12. Principal shall at all times remain responsible for equipment made available to SCHENKER.
- 4.13. Upon termination and/or dissolution of the agreement, all claims of SCHENKER, including future claims, shall be due and payable forthwith and in full. Principal shall pay all outstanding amounts, after which he is obliged to collect the Goods that are on the premises of SCHENKER ultimately on the last Working day of the contract period.
- 4.14. All prices quoted shall be based on the prices that apply at the time of the offer (quotation). If between the time of the offer and the time of execution of the Agreement, one or more of the cost factors (including fees, wages, the cost of social measures and/or laws, freight prices and exchange rates, etc.) increase, the SCHENKER is entitled to pass on this increase to the Principal.
- 4.15. The prices of the contract will be subject to automatic indexation of which the modalities will be set out and be agreed upon by the parties at the conclusion of the contract; failure whereof, the prices will be adjusted according to the consumer price index as applicable in the country where SCHENKER is established.
- 4.16. SCHENKER shall only accept valuable and/or theft-sensitive goods, such as, without limitation, electronics, mobile phones, pharmaceuticals and non-ferro metals, if the Principal informs SCHENKER in writing regarding the type and value of the Goods and the risks involved to enable SCHENKER to assess the acceptance of the order or take appropriate measures for the safe and damage-free completion of said order. If Principal does not inform SCHENKER of the valuable and/or theft-sensitive nature of the Goods, SCHENKER shall treat such Goods as common shipping goods.
- 4.17. The Principal shall pay the costs of removal and recycling of packaging and waste that result from the provision of services. SCHENKER shall invoice such at cost price.
- 4.18. Principal shall comply with the principles of SCHENKER's Codes of Conduct for Business Partners as published on the website <https://www.dbschenker.com/global/compliance>.

5.0. Liability of the Principal

- 5.1. The Principal is liable for all costs, losses and/or damages incurred by SCHENKER (including, without limitation, material and immaterial damages consequential damages, fines, interest, and penalties) arising out of or resulting from any violation of any obligation of whatsoever nature by the Principal.
- 5.2. The Principal shall defend, indemnify, and hold harmless SCHENKER from and against any and all costs and third-party claims of any nature whatsoever arising from a breach of these provisions or applicable legislation. The Principal is also responsible for the correct and complete provision of all relevant information, such as delivery address, volume, (customs) instructions, and requirements. If incorrect information is provided, all costs resulting from this shall also be charged to the account of the Principal.
- 5.3. The Principal is liable for any damage and costs caused by him and all persons for who he is responsible such as employees, affiliates, agents, representatives and/or subcontractors, and/or Goods subject to the contract.
- 5.4. If the Principal fails to timely provide the information, data and documents as referred to under article 4.1 of these conditions, or fails to make available the agreed Goods at the agreed time or within the agreed period of time, manner and place, in an adequate and sufficient packaging suitable for transport, accompanied by the required documents as intended under article 4.3 of these conditions, he must perform these activities as soon as possible, free of charge and in the agreed manner for SCHENKER.
If SCHENKER incurred costs and/or damages due to the Principal failing to meet these obligations the Principal is liable for these costs and/or damages.
- 5.5. If the Principal repeatedly fails to meet his obligations SCHENKER can, without prejudice to compensation of damages, terminate the contract, after SCHENKER has allowed the Principal in writing a reasonable last deadline and the Principal still has not met his obligations at the expiry thereof. In which case Principal is liable for all consequences, costs and damages resulting therefrom.
- 5.6. The Principal shall adequately insure the Goods at least against fire, lightning, explosion, aeronautical vehicles, storm damage, water damage, floods and theft.
- 5.7. In case of damage and/or loss due to abovementioned circumstances, Principal and his insurer(s) will waive recourse against SCHENKER and all other third parties.
In any case the Principal will also be liable for the collection and handling of damaged Goods. Moreover, he will pay all costs caused by the collection and handling of damaged Goods as well as all costs whatsoever resulting from this, such as the costs of cleaning and sanitation of the land and of the facilities and all the above without prejudice to what is mentioned under the articles 5.1 and 5.2.
- 5.8. Charges related to the Yard Opening Time (YOT) in port terminals will be charged to the Principal.

6.0. Time bar

- 6.1. Claims for damages and/or losses to the Goods have to be notified to SCHENKER in writing within the applicable statutory deadlines or, in the absence of such a deadline, at least within 30 days from the day when the Goods were delivered or should have been delivered, failing which it is *prima facie* assumed the Goods were delivered in the same order and condition as they were received by SCHENKER.
- 6.2. Insofar as permitted by law, any and all claims against SCHENKER shall be time barred after a period of 1 year after the day the Goods were delivered or should have been delivered.

7.0. Rates and surcharges

See Offer

8.0. Conditions of payment

- 8.1. Unless expressly agreed otherwise, offers and invoices are exclusively issued in EUR. Should conversion into another and/or from another currency than EUR be required, this shall be carried out at time of invoicing.
In case of ocean transport, on the basis of the exchange rate as published on the Thomson Reuters website. This exchange rate will always be increased with a surcharge of 4% to cover possible exchange rate differences that SCHENKER might suffer.

The exchange rate that will be used shall be the following:

- Import: the rate that is valid seven days before scheduled ship's arrival;
- Export: the rate that is valid seven days before scheduled ship's departure.

Shipments via air transport will be converted and/or settled on the basis of either SCHENKER's in-house exchange rate or the daily exchange rate. IATA direct shipments will be converted and/or settled in EUR according to the IATA rate, unless the Principal produces a written agreement that states otherwise. SCHENKER expressly reserves the right to freely select the exchange rates and/or tariffs to be applied. This exchange rate will always be increased with a surcharge of 4% to cover possible exchange rate differences that SCHENKER might suffer.

- 8.2. All amounts due by SCHENKER and the Principal, shall be, unless otherwise agreed upon, be paid within 30 days after the date of the invoice. Duties, taxes and other third party costs (i.e. sea freight, custom clearance and/or inspection charges, de-fumigation charges) paid in advance by SCHENKER shall be due within 7 days of the date of the invoice with an additional 4% advance fee.
- 8.3. If the Principal does not have a permit for import with reversed VAT charges, SCHENKER may demand immediate payment (cash on delivery) before delivery of the Goods.
- 8.4. If the invoice is not paid on the due date, any outstanding amount shall, unless otherwise provided for by mandatory law, accrue interest at a rate of 12.5% per annum, on the first day of late payment increased with 10% of the outstanding amount with a minimum of 125 EUR as lump sum compensation for additional administrative costs, supervision of accounts outstanding and disturbance of commercial activities.
- 8.5. In case the Principal does not comply to the agreed payment terms, SCHENKER is entitled to change the payment terms unilaterally and to demand cash payment before delivery of the Goods, documents and other goods that SCHENKER holds for contracts with the Principal.
- 8.6. Insofar as permitted by applicable law, the Principal is not able to suspend payment of any outstanding payment or to set off any amounts. by the Principal
- 8.7. Complaints must be made by email within 14 days of the invoice date, failing which the invoice shall be considered accepted by the Principal.
- 8.8. No complaint or discussion regarding an invoice, will interfere with the payment of the unchallenged part of the invoice under consideration in accordance with the payment terms of this clause.
- 8.9. In the event the Logistic Service is terminated for whatever reason, all sums as referred to under this article 8 will become immediately due and payable.

9.0. Restrictions

- 9.1. SCHENKER shall be entitled to unilaterally amend its rates at any time in the event of a change to one or more elements determining the price, due to no fault of SCHENKER, such as amendments to the current legislation and regulations, and changes to market and specific circumstances, such as, but not limited to: unforeseen charges, supply quotas, transport index, acceptance criteria, availability criteria, pre-processing, rate increases at the time of final processing, duties and environmental taxes.
SCHENKER reserves the right to adjust its rates and/or services and options in the event of an (un)expected adjustment of cost price determining factors such as amendments to the current legislation and regulations, and changes to market and specific circumstances, e.g. acceptance criteria, availability criteria, pre-processing, rate increases at the time of final processing, duties, environmental taxes and increase in the price of diesel and MAUT (road tax/toll by Belgian/German/Austrian/Czech/Slovakian/Polish/Hungarian/ Belarusian government).
- 9.2. Furthermore, SCHENKER reserves the right to cease the transportation of a shipment at any time, after acceptance, in the event that such shipment has the potential to result in damage or delay to other shipments, equipment or personnel. SCHENKER may also refuse to provide Logistic Services, or parts thereof, where such provision of service is prohibited by law or regulation. This includes, but is not limited to, U.S. law, European Union law or national regulations and includes, but is not limited to, laws and regulations relating to embargoes and the combating of terrorism. At its sole discretion, SCHENKER shall at all times be entitled to terminate provision of service in whole or in part, without prior notice and without this giving rise to any liability on its part towards the Principal. SCHENKER shall charge on any costs that may arise as a result therefrom to the Principal.

- 9.3. SCHENKER does not offer Logistics Services with respect to Goods that entail a potential danger to people or animals or means of transport or that could otherwise harm or damage other goods, or for the transport, export or import of which into the relevant country is prohibited under applicable law. In particular and without limitation, SCHENKER does not transport live animals, money or negotiable documents (such as cheques, bills of exchange, bearer securities), personal effects, antique coins, corpses, organs or body parts, tobacco, excisable goods, stamps, precious metals, deeds, jewelry, precious stones, antiques, works of art, exhibition goods, counterfeit items, firearms, weapons, ammunition, military goods, oversize or overweight cargo, temperature controlled items, perishables and items of exceptional value, unless expressly agreed otherwise in writing. Should the shipment of such objects not have been expressly agreed, SCHENKER is not liable for such shipments that have been accepted in any way whatsoever.

10.0. Trade Compliance

- 10.1. The parties agree that the export, import, re-export and in-country transfer of Goods and/or services may be subject to restrictions under trade regulations, which include (without limitation) EU and U.S. import & export, anti-money laundering and anti-corruption laws and regulations ('Trade Regulations'). Each party warrants and represents that, in the fulfilment of its obligations under the agreement, it will comply with all applicable Trade Regulations, as they may be amended or revised from time to time.
- 10.2. The Principal is responsible for determining whether the Goods and/or the agreement is/are subject to Trade Regulations. The Principal represents and warrants it shall not engage SCHENKER to perform prohibited services involving countries or persons subject to restrictions under Trade Regulations when the underlying transactions associated with those services are subject to Trade Regulations. If necessary, the Principal will obtain or qualify for all licenses, approvals, authorizations and/or exemptions required for compliance with trade regulations and provide SCHENKER with documentation of the same.
- SCHENKER may at all times unilaterally decide to suspend provision of services without any liability in cases where services may directly or indirectly violate Trade Regulations and/or is likely to breach EU Sanctions, UK Sanctions and/or US Sanctions..

11.0. Goods classified in accordance with applicable legislation such as the GHS, EU CLP, ADR, ADN, RID, IMDG, IATA-DGR, Nuclear Energy Act and similar legislation

- 11.1. The Goods can only be supplied by the Principal if they can be transported in accordance with the ADR, ADN, RID, IMDG, IATA-DGR, or similar regulations. The Principal is responsible for providing SCHENKER with all the necessary documents, information and instructions relating to these Goods as indicated in the conventions and prescriptions in this respect, such as correct labels, transport documentation, and, if applicable, the Multimodal Dangerous Goods Form.
- 11.2. The Principal is obliged to inform SCHENKER about the UN number, the official transport name supplemented by the technical name when required, the (hazard) class, the packing group (if assigned), the amount, and description of the packages. Where appropriate, additional information or documentation may be requested, for example in the form of a safety data sheet. In these cases, the Principal is obliged to provide this information or documentation at the first request. Due to local legislation, this information is also required for limited quantities (LQ) if these are sent via an international hub. All costs and liabilities resulting from the failure to fulfil obligations and responsibilities arising from legislation shall be for the Principal.
- 11.3. The extra costs for the transport of Goods transported under ADR, ADN, RID, IMDG, IATA-DGR, or similar regulations shall depend on the country of destination and the classification, and shall be made known on request. The extra costs are also applicable to limited quantities.
- 11.4. The Goods may be presented only if they are packed in approved packaging with the appropriate marks and labels.
- 11.5. Air/ocean shipments will only be approved after acceptance by the airline/carrier and will be collected subject to acceptance at all times.

12.0. Special provisions for road transport

- 12.1. The signature of the waybill by the shipper and the quay staff is binding for the Principal (consignor) and the signature of the stevedores, the goods handlers or the quay staff at the destination is binding for the Consignee.

- 12.2. Unless indicated otherwise in writing, the parties explicitly agree that the loading and unloading operations are performed by the shipper and the Consignee respectively. If the driver is requested by the shipper or the consignee to perform these operations, they take place under the explicit supervision, control and responsibility of the shipper and the Consignee respectively. SCHENKER is not responsible for and is not liable for any damage and/or loss caused during loading and unloading operations.
- 12.3. In case stowage is carried out by SCHENKER, this shall be done on the basis of the instructions given by the Principal . In case the vehicle or applied stowage method is inappropriate because of incorrect or incomplete instructions by the Principal or shipper or in case the transport packaging material is not solid enough to guarantee proper cargo securing, costs and damage that may arise out of this situation will be entirely for risk and account of the Principal.
- 12.4. Delivery at the Consignee's premises takes place at the doorstep or at an unloading quay in case no other specific place has been agreed.
- 12.5. The movement of the vehicle on the premises of the shipper or Consignee under the responsibility of the shipper or Consignee.
- 12.6. Unless the shipper has explicitly requested the carrier to check the gross weight of the cargo in accordance with article 8.3 of the CMR, the shipper is responsible for providing SCHENKER accurate and correct information regarding the Goods' weight. The shipper will reimburse all occurred costs which may arise out of such situation, including damages and costs which arises out of the relocation of the vehicle and all possible fines and legal costs, including, without limitation, claims, legal fines relating to weight exceedance, even weight exceedance per axle, which is determined during the transport.
- 12.7. SCHENKER is entitled to a compensation for the standstill times of its vehicle. Unless otherwise agreed, it is assumed that SCHENKER will bear the costs for one hour of loading and one hour of unloading. If these operations take more than one hour, SCHENKER is entitled to a compensation for all costs resulting from this additional standstill time. SCHENKER is moreover entitled to a compensation for all costs resulting from other standstill times which, taking into account the circumstances of the transport, exceed the customary standstill time.

13.0. Special provisions for storage

- 13.1. In case of storage by SCHENKER, SCHENKER is not liable for breaking and entering and/or robbery, fire, explosion, lightning, impact of aeronautical vehicles, damage caused by water, inherent defects of the Goods and their packaging, hidden defects and Force Majeure. Further, SCHENKER's liability for storage shall at all times, unless agreed otherwise, be limited to 8,33 SDR per kilogram lost or damaged gross weight with a maximum of 32,500 SDR per event or series of events with one and the same root cause.

14.0. Special provisions for ocean transport

- 14.1. Quotations for ocean freight services based on the rates of the NVOCC The Great Ocean Line will be provided on the terms, conditions, exceptions, limitations and liberties of carriage expressively set out or referenced in the bill of lading/sea waybill of The Great Ocean Line (annex 3). It is mutually agreed that these terms, conditions, exceptions, limitations and liberties are subject to the laws of Singapore and that the jurisdiction for any claims or disputes against The Great Ocean Line under or in connection with the Bill of Lading is Singapore.
- 14.2. The listed additional fees, port dues and public charges (e.g. road charges, BAF, CAF) are based on the rate at the time the order is placed. They shall remain subject to confirmation until the day of shipment and are invoiced as "VATOS" (valid at time of shipment). If additional fees, dues and/or public charges are imposed by the shipping company or other third parties up until the shipment (= bill of lading date) or during the transport, they shall be invoiced additionally by SCHENKER. SCHENKER shall inform the Principal of any changed or additional fees/dues as promptly as possible. Such changes shall not entitle the Principal to withdraw from this contract or the respective individual contract.
- 14.3. The same shall apply to fees, dues and/or public charges imposed after transport by the shipping company or other third parties in connection with the transport. Fees, dues and/or public charges are in particular the following items:
 - High tide/low tide supplements
 - Demurrage/Detention

- Times/costs for demurrage and costs due to idle time
 - Any costs incurred for the fumigation and/or degasification of containers
 - Costs for phytosanitary clearance (examination of plants etc.)
 - Storage costs
 - Costs for the customs examination, scanning, inspection
 - Multi-stops (additional, unscheduled stops)
 - Assignment fees
 - Delivery order fees
- 14.4. If empty containers are provided for loading in accordance with the order ("shipper's load, stowage and count"), they must be inspected for external intactness and fitness for loading, in particular for odor contamination, immediately after delivery. SCHENKER must be informed immediately in writing/electronically about any possible objections. If no such notification is provided, SCHENKER shall not be liable for any possible damage to Goods upon loading resulting from existing defects of the container.
- 14.5. The shipper mentioned on the bill of lading is responsible for submitting the verified gross mass (VGM) per container (FCL) or per shipment (LCL) according to the requirements of the International Convention for the Safety of Life at Sea (SOLAS); as they have been published in Chapter VI, Part A, Regulation 2 - Cargo Information. Missing, incorrect and/or belated VGM statements may result in non-acceptance of the shipment by the shipping lines, a delay in the originally planned schedule and extra costs for which SCHENKER cannot be held responsible. SCHENKER is also not legally responsible for verifying the VGM information which has been provided.
- 14.6. The weight of the Goods may never exceed the net weight mentioned on the container. Moreover, the maximum payload can also be restricted by local weight limitations.
- 14.7. SCHENKER depends on data provided by third parties (like ocean freight carriers) to determine the tare weight of the container put at disposal for loading. SCHENKER is therefore not liable for damage, including but not limited to direct damage, indirect damage, penalties, Demurrage and Detention, which arises out of or which is related to an incorrect tare weight.
- 14.8. The chargeable weight for ocean freight transport shall be assumed to be 1,000 kilogram/cbm with a minimum of 1 cbm.
- 14.9. LCL rates are only valid for stackable (unless otherwise stated) and seaworthy packed Goods. If the Goods do not meet the requirements, SCHENKER cannot be held responsible for any costs and consequences resulting from this.
LCL rates are not valid for oversized (> L 5.80m x W 2.25m x H 2.25m) and overweight cargo (> 3 tons per piece and 7 tons per shipment).
- 14.10. IMO cargo is only accepted after approval of the shipping line based on the MSDS documents provided by the shipper before delivery of the Goods. The shipper is responsible for complying with the various regulations (ADR, IMDG) and responsible for the correct documentation, packing and labeling of the goods/container(s).
- 14.11. Costs for transfer and cancellation of consignments/containers which are already dispatched shall be borne by the Principal.
- 14.12. The provision and/or return costs shall apply from/to the appointed shipping company's nearest storage for empty containers. Any possible pick-up or drop-off costs are not included in the offer and shall be calculated and invoiced according to the disbursement.
The availability and the acceptance of empty containers in the inland container depot are not guaranteed and shall depend on the acceptance by the appointed shipping company.
- 14.13. Additional surcharges, costs etc., imposed by shipping company for exceeding particular surcharge-free maximum cargo value, are to be reimbursed by the Principal.

15.0. Special provisions for air transport

- 15.1. The weight/volume ratio, currently 1:6, determined by IATA, shall generally be used as a basis for volume consignments. This corresponds to a minimum freight weight calculation of 166.67 kilogram per cbm.
- 15.2. Goods subject to IATA Dangerous Goods Regulations shall only be accepted by SCHENKER after approval of the Dangerous Goods Declaration provided by the Principal. The Principal is responsible for complying with the various regulations (ADR, IATA-DGR) and responsible for the correct documentation, packing and labeling of the Goods.

SCHENKER may carry out inspections using X-ray technology. If an inspection using X-ray technology is not possible due to the nature, quality or contents of the Goods, SCHENKER shall take follow-up action for clarification of any potential risks in the form of a manual search on the consignment concerned (supplemented, if need be, by explosive trace detection). To this purpose, the Principal agrees to grant written consent for SCHENKER to open the consignment at first request. All costs for inspections and follow-up actions shall be borne by the Principal.

- 15.3. SCHENKER's rates is based on uninterrupted and unaltered freight schedules. SCHENKER's rates only take into account the situation of the market at the time of quoting and do not take into account any fluctuations in the market thereafter. SCHENKER reserves the right to adjust its rates and accessorial fees (including, without limitation, add-ons and surcharges, e.g. war risk surcharge) unilaterally at a later stage in the event of market fluctuations or changes in market circumstances. SCHENKER makes no commitment to transit times. Schenker is not liable for damages and/or losses, including, without limitation, liquidated damages and/or penalties due to shipment delays.

In addition, SCHENKER reserves the right to reject shipments in the event of cancellations in freight schedules (including but not limited to flight cancellations).

SCHENKER shall be entitled to refuse transfer or further transportation if there is reason to believe that the consignment is prohibited pursuant to these terms and conditions and/or prohibited by any law, statute or regulation.

16.0 FMC Filing

SCHENKER follows the FMC regulation concerning shipments from and to the United States:

- 16.1. The Great Ocean Line Pte.Ltd.(TGOL) has opted to be exempt from tariff publication requirements per 46 C.F.R. §§520, 531 and 532. In that respect TGOL has opted for the use of published tariff rates and charges, NVOCC Service Arrangements ("NSAs"), and the use of Negotiated Rate Arrangements ("NRAs") with the objective of the ultimate implementation of NRAs and NSAs exclusively.
- 16.2. Rules Tariff: TGOL's Rules are provided free of charge to Shipper at fmc.thegreatoceanline.com/tgol containing the terms and conditions governing the charges, classifications, rules, regulations and practices of The Great Ocean Line Pte. Ltd..
- 16.3. Rate Approval: The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) Provides the NVOCC with a signed agreement; (2) Sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) Books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA terms the following text in bold font and all uppercase letters: "THE SHIPPER'S BOOKING OF ARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT."
- 16.4. Booking Acceptance: Schenker may issue booking confirmations which can also constitute an offer by Schenker to Shipper of transportation services pursuant to 46 C.F.R. §520.13 and §532 agreed to by Shipper. The terms contained in the Booking Confirmation shall be a valid offer for ninety days from the booking date. TGOL's or TGOL's agent's booking of cargo for this shipment constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties.
- 16.5. Negotiated Rate Arrangement Effective Date: The effective date of the NRA shall be the date of Schenker's receipt of Shipper's and/or Consignee's acceptance either through a writing or by a booking or a specific date as may be agreed to by the parties.

17.0. Chargeable weight for pre-carriage and on-carriage of LCL shipments

The calculation of the freight charges for pre-carriage or on-carriage of a LCL shipment is done based on the principle of "chargeable weight" of that shipment. This chargeable weight is determined by a number of particularities of the shipment (weight, volume, dimensions, stackability, etc.) which are decisive in the extent to which the shipment will fill space in the cargo area of the means of transport.

1. Possible calculation methods for Goods with regular dimensions and shapes:
 - a. Actual weight of the shipment: weight of the Goods as stated by the Principal.
 - b. Volume weight: volume of the shipment expressed in cubic meters (m³) multiplied by a factor of 333 kilogram.

- c. Chargeable weight based on the number of loading meters: it is assumed that a chargeable weight of 1,850 kilogram is applicable per loading meter that the shipment takes places in the loading area of the truck. The number of loading meters is calculated by taking the length and width of the used floor surface and to divide this result by a factor 2.4. This result is multiplied by a factor 1,850 kilogram to determine the chargeable weight.

In case Goods are wider than 160 cm, a width of 240 cm is taken instead of the actual width.

2. The chargeable weight is determined by either a) the actual weight; b) or the volume weight; c) or the chargeable weight based on the number of loading meters. The applicable chargeable weight is the weight whichever yields the most.
3. Shipments with special dimensions, shapes or weight: for such shipments the freight charges will be determined case by case.

18.0. Guarantees

- 18.1. SCHENKER holds a right of retention in respect of the Goods and documents he holds in regard with the agreement.
- 18.2. SCHENKER can exercise the right of retention for what is or will be due to it relating to the Logistic Services and/or the agreement. SCHENKER can also exercise this right on the cash on delivery-fee burdening the Goods.
- 18.3. SCHENKER can also exercise the right of retention for all what is due to SCHENKER by the Principal in relation to any previous agreement.
- 18.4. SCHENKER can also exercise the right of retention for a commission fee he is entitled to in relation with a cash on delivery shipment, for which he does not need to accept a guarantee.
- 18.5. SCHENKER has a right of pledge on all Goods, documents, intellectual property rights and monies SCHENKER holds for the Principal, for all claims SCHENKER has and will have with respect to the Principal.
- 18.6. If the Principal fails to pay the sums he owes to SCHENKER and for which SCHENKER holds a right of retention and/or a right of pledge on the basis of the contract, SCHENKER shall have the right to sell the Goods stored at its premises at the expense of the Principal for its own benefit in compliance with the applicable legislation.
- 18.7. The Principal shall indemnify SCHENKER against any and all costs, losses and/or expenses incurred by SCHENKER for exercising its right of retention and/or right of pledge.

19.0. Force Majeure and hardship

- 19.1. SCHENKER is entitled to invoke Force Majeure if the execution of the Logistic Services and/or the agreement is, in whole or in part, temporarily or not, prevented or hindered by circumstances which SCHENKER has not been able to avoid and the consequences of which SCHENKER has not been able to prevent, including, without limitation, requirements of civil or military authorities, wars, riots, embargoes, attachments or seizures, shortages of energy or restrictions on energy consumption, prohibition of foreign currency transfers, general scarcity of raw materials, fire, strikes, lock-outs, accidents of any nature, failure of metal casting and/or forging work, unworkable weather conditions, delay in the supply of parts, goods or services by third parties, transportation difficulties, business or labor disturbances, illness of personnel, quarantine restrictions, epidemic or pandemic outbreaks and strikes.
- 19.2. In the event of such SCHENKER may invoke Force Majeure with respect to any service execution of which is prevented or hindered, irrespective of whether the occurrence is directly connected to that same service. SCHENKER may also invoke Force Majeure if execution of the Logistic Service is delayed due to priority given to other work if such priority is reasonably required.
- 19.3. In case of Force Majeure on the part of SCHENKER its obligations are suspended. If SCHENKER invokes Force Majeure for a period longer than 1 month, SCHENKER and Principal are both authorized to rescind the contract in as far as not yet executed, by a written notice to the other party, without being liable for any damage. SCHENKER will in such circumstances be relieved of further responsibility under the agreement but will be entitled to full compensation for the services and materials supplied and the costs incurred till the date of invoking Force Majeure.
- 19.4. Each party is bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

- 19.5. Notwithstanding article 18.4, where a party proves that: a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that b) it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.
- 19.6. Where article 18.5 applies, but where the parties have been unable to agree alternative contractual terms as provided for in that article, either party is entitled to request the judge to adapt the contract with a view to restoring its equilibrium, or to terminate the contract, as appropriate.

20.0. Miscellaneous

- 20.1. If a party fails to exercise any right or recourse provided for by law or under these conditions, this shall not be deemed as a waiver of this right or the legal remedies thereto. No whole or partial exercise of such a right or recourse precludes any future exercise thereof or the exercise of any other claim.
- 20.2. The Parties shall use all information received in connection with this Agreement and identified as confidential or proprietary only for the purposes of this Agreement and shall keep such information confidential from third parties (excluding affiliates) with the same degree of care as each would apply to its own confidential and/or proprietary information. This obligation shall survive the expiration or termination of this Agreement for a period of three (3) years. Parties are allowed to disclose information subject to confidentiality to a governmental agency to comply with any legal obligation and to disclose this information to third parties in accordance with customary business practices.
- 20.3. Both SCHENKER and the Principal shall take appropriate technical and organizational measures to ensure the information security of the Logistic Services, the storage and the use of the information processed in their information system, as well as to protect the confidentiality and integrity of the content of the data.
The access to and the use of the information systems of Principal and SCHENKER must be used in a manner that does not compromise the security of the information systems.
The parties shall take reasonable care in complying with such obligation, which also applies after the performance of the contract, taking into account available technology and the associated risks and costs.
- 20.4. All notifications will be sent by registered letter or email, addressed to the general management of the other party (manager, managing Director, ...).

21.0. Severability clause

- 21.1. If any provision of this GTC is found to be invalid or unenforceable in any respect in any jurisdiction:
- 21.1.1. the validity or enforceability of such provision will not in any way be affected in respect of any other jurisdiction;
- 21.1.2. the validity and enforceability of the remaining provisions are not affected, except if this GTC reasonably fails in its essential purpose without the unenforceable provision;
- 21.1.3. the remaining provisions will be construed as if such invalid or unenforceable provision was not contained herein; and
- 21.1.4. the validity or enforceability of such provision will be interpreted to the widest validity and enforceability permitted by law; in case such teleological interpretation is not allowed such provision shall be substituted by a valid and enforceable provision approximating to the greatest extent possible the essential purpose of the invalid or unenforceable provision.

22.0. Personal data

- 22.1. Both SCHENKER and the Principal undertake to comply with the current applicable international and national privacy legislation, e.g. (i) Regulation (EC) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR); and (ii) the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data; and (iii) other applicable legal obligations regarding data protection and privacy.

- 22.2. SCHENKER shall only request the personal data of the Principal that are necessary for the purpose of its processing. The Principal grants SCHENKER consent to include the personal data in an automated data file. These data shall be used and processed in accordance with the privacy policy of SCHENKER (to be consulted at ...). The Principal authorises SCHENKER to transfer these data to third parties (including but not limited to its subcontractors) for the purpose of performance of the contracts.
- 22.3. As the case may be, the parties shall take all necessary measures to protect the other party's personal data.
- 22.4. The Principal may request access to, rectification, erasure, restriction of processing and portability of its data at any time.
- by email: dataprotection@dbschenker.com
- 23.0. Jurisdiction and applicable law**
- 23.1. All disputes arising out of or in connection with the Logistic Services and/or the agreement, including, without limitation, any question regarding the existence, validity, interpretation, execution or termination of the agreement, shall exclusively be submitted to the courts of Antwerp (Belgium) when Schenker N.V. or Schenker Luxembourg GmbH is involved and Rotterdam (The Netherlands) when Schenker Logistics Nederland B.V. is involved. However, if the jurisdiction provision of art. 31 CMR applies, the court of Rotterdam, the Netherlands shall have non-exclusive jurisdiction. When acting as a claimant, SCHENKER can also choose to institute proceedings before the competent courts of the Principal's residence.
- 23.2. The law of SCHENKER's registered seat shall govern all disputes arising out of or in connection with the Logistic Services and/or the agreement, including, without limitation, any question regarding the existence, validity, interpretation, execution or termination of the agreement.

Annexes

1. Belgian Freight Forwarding Conditions (2024)



BFFC - ABEV 2024 English.pdf

[URL-Link](#)

2. Dutch Forwarding Conditions of the FENEX (2018)



FORWARDING
CONDITIONS FENEX

[URL-Link](#)

3. TGOL Conditions of Carriage

Bill of Lading



TGOL - Bill of
Lading Terms and Co

[URL-Link](#)

Sea Waybill



TGOL - Sea Waybill
Conditions of Carria

[URL-Link](#)