# TERMS AND CONDITIONS
# FOR CARRIAGE AND ANCILLARY SERVICES
# SEPTEMBER 15, 2025
# CPG TERMINALS DMCC

1. Scope & Definitions

1.1 These Terms and Conditions ("these Conditions") apply to any carriage of Goods by sea and/or inland waterways and ancillary services performed by CPG Terminals DMCC, Dubai, United Arab Emirates, Civitas Partners S.A., Mozambique, and/or any of their respective Affiliates or related entities, as the case may be (each and together the "Carrier"). They are designated for Shipments in international or regional trade and shall apply also for any shipments within any country. Local national carriage with first port of loading in Mozambique and offloading in Mozambique only, i.e. Mozambican Cabotage, shall be governed by the Terms and Conditions for Carriage and Ancillary Services dated April 01, 2025, as amended from time to time, issued by Civitas Partners SA for Mozambican Cabotage.

1.2 In these Conditions capitalized terms shall have the meaning defined hereinunder and in other provisions of these Conditions:

**"Booking Summary"** shall mean the communication from the Carrier to the Shipper with the operational and financial terms as well as terms for ancillary services as per clause 10 hereof, which shall be binding upon the Shipper.

**"Cargo"** means cargo, items, produce and/or materials to be carried by the Carrier on a Vessel, including liquid fuels, bulk cargo, wheeled cargo, cargo on deck or in tanks of the Vessel or on/in a Unit.

**"Cargo Shipment Confirmation"** means a cargo ticket, fuel delivery receipt, or other non-negotiable confirmation issued on accepting the Goods for Shipment which may be issued in printed format or in format of confirmation in the body email communication or attachment thereof.

**"Carrier"** means the parties as set out and described in clause 1.1 above, and includes any successor in title, whether or not the Carrier is the owner of the Vessel.

**"Conditions"** means these terms and conditions for carriage and ancillary services.

**"Consignee"** means the Shipper or any other person designated and authorized by the Shipper to take delivery of the Goods. If no Consignee different to the Shipper is notified prior to Shipment in writing to the Carrier, Shipper shall be considered the Consignee.

**"Container"** means any container, flat-rack, open top, artificial tween-deck, pallet-wide, platform, reefer and tank container, bolster or other unit conforming with ISO dimensional standards for international shipping and which is owned, leased, chartered, managed, operated and/or used by the Carrier (including any Container of the Shipper").

**"Contract"** means the agreement between the Carrier and the Shipper as set out in these Conditions.

**"Dangerous Cargo"** means any noxious, dangerous, hazardous, inflammable or explosive substance designated as dangerous by the rules of the International Maritime Organization and by any applicable legislation and regulations in force from time to time.

**"Freight"** means the fees due to the Carrier for Shipment as per the Carrier's tariff set and communicated by the Carrier from time to time, including in the Booking Summary, or ad hoc tariff as agreed with the Shipper (**"Freight Tariff"**), as well as any storage charges and expenses incurred by the Carrier prior to loading and/or after discharge and/or fees for ancillary services.

**"Goods"** means Unit and/or Cargo in respect of which the Cargo Shipment Confirmation shall be issued by the Carrier or on its behalf.

**"Hague Rules"** means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

**"Hague – Visby Rules"** means the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, 1924, as amended by the Protocols of 1968 and 1979, as enacted in the relevant jurisdiction (including in England by the Carriage of Goods by Sea Act 1971).

**"Shipment"** means the loading, carriage on board and discharging of Goods from the Vessel for delivery to the Consignee.

**"Shipper"** means the person who has delivered the Goods to the Carrier for Shipment.

**"Unit"** means if applicable any vehicle, trailer, container, tanker, flat, pallet, package and any equipment used in transporting the Cargo (including combination thereof e.g. truck with a container on a trailer).

**"Vessel"** means any vessel owned or operated now or in the future by the Carrier for the carriage of cargos and/or goods by sea and/or inland waterways.

**"VGM"** means verified gross mass of the Goods (including weight of Cargo, the Container it's in or Unit it is transported on, and all the packaging).

2. The Contract

2.1 The Contract is made between the Carrier and the Shipper. The Contract shall be evidenced by the Cargo Shipment Confirmation issued by the Carrier or by any other authorized person as agent for the Carrier on accepting the Goods for Shipment and Booking Summary for any ancillary terms (including for matters set out in clause 10 hereof). No bill of lading nor any other document of title or negotiable instrument will be issued by the Carrier in respect of any Goods, whether or not one is requested by the Shipper or by any other person and irrespective of any custom, usage or practice to the contrary (unless agreed to expressly by the Carrier on case by case basis). The Carrier and Shipper may agree supplementary terms in ancillary agreement between them, as the case may be, however such term to apply only if expressly and in advance agreed to in writing by the Carrier.

2.2 Communication between the Carrier and Shipper or Consignee in the format of email shall be permissible to demonstrate the Contract and terms thereof, Cargo Shipment Confirmation or instructions or information under the Contract or Shipment (including in the Booking Summary). Email format shall be considered communication in writing for purposes hereof. Cargo Shipment Confirmation will be issued in the format of email and shall be *prima facie* evidence of the receipt by the Carrier in apparent good order and condition of the Goods as provided in the Hague Rules as well as the governing laws of these Conditions and applicable maritime regulations.

2.3 Any Goods on a Vessel operated by the Carrier are carried on the terms set out in these Conditions. Any ancillary services provided by the Carrier in connection carriage of Goods on its Vessel shall be subject to these Conditions. The Contract established hereunder and under these Conditions shall be and is made with the Carrier notwithstanding that a cargo ticket or any other negotiable or non-negotiable document may be issued by any other entity (including a line) other than the Carrier for the Goods, for example in connection with pre-carriage of such Goods, in which case such company or line shall be regarded as agent acting solely for the Shipper for arranging the Shipment with the Carrier, however such other entity (including a line) shall have sole liability under any cargo ticket or any other negotiable or non-negotiable document it has issued for the Goods for provisions thereof which are different from the provisions of the Contract hereunder.

2.4 These Conditions do not apply to the carriage of any passengers, including drivers or escorting persons accompanying a Unit and their luggage or belongings. The carriage of all such persons and their luggage and belongings is solely at the risk of such persons and shall be considered in all cases conducted at their request and risk, which shall be evidenced by such persons boarding a Vessel for voyage. In respect of such persons, the Carrier shall always be entitled to a maximum limitation of its liability, which is provided by the applicable law in force (regardless, whether it has been expressly provided in any conditions or contract, or not) and that the Carriers shall provide such persons only with such rights and privileges, provision of which is mandatory under the applicable law in force as

on the time being (regardless, whether they have been expressly provided in any conditions or contracts, or not). Such persons are obliged to observe instruction of the Master and shall not be entitled to any passengers` rights as their presence is solely ancillary to carriage of Cargo. The foregoing is without prejudice to an agreement of the Carrier to provide these person basic food or accommodation facilities as may be agreed from time to time.

2.5 The Carrier is not and does not hold itself out as a common carrier and reserves the right to accept or refuse the Goods for Shipment and/or their escorting persons.

2.6 These Conditions cannot be varied or waived save than by a Director of the Carrier and to be effective any such variation or waiver must be in writing and signed by the said Director. Variations of these Conditions may be made from time to time without prior notice.

3. Freight

3.1 Unless otherwise agreed, Freight shall be paid by the Shipper to the Carrier in respect of the Goods prior to loading on board in amount set by the Freight Tariff, including when applicable, in accordance with a separate freight agreement with the Carrier agreed to by the Carrier from time to time (in the Booking Summary).

3.2 Any dead freight, when applicable, shall be paid as provided for in the freight agreement, or – if not agreed therein – as provided by the applicable law in force at the time being. Freight together with all charges and other sums which are or may become due to the Carrier in respect of the Goods shall be deemed earned on Goods being loaded on board notwithstanding that the Vessel and/or the Goods are lost or not lost. Freight once earned shall not be repayable in any circumstances whatsoever. The Shipper shall remain liable for such charges and other sums whether or not the Freight is pre-paid.

3.3 The Carrier shall have a general lien on all Goods (including valuables) in its possession and all sums due in respect of the Goods under these Conditions and shall be entitled to sell or dispose of such Goods at the expense of the Shipper and apply them or their proceeds in or towards the payment of any sum due from the Shipper to the Carrier.

3.4 Regardless anything to the contrary communicated by the Shipper or any of its representatives, any Shipment and any liabilities hereunder of Carrier are subject to full payment and settlement of anticipated Freight as communicated to the Carrier to the Shipper in the format of Pro-Forma (Preliminary) Disbursement Account or otherwise (**“PDA”**). Funds shall be settled and paid to the Carrier in case of wire transfers upon them being credited to the bank account of the Carrier in full. Despite any Foreign exchange control and compliance rules that may apply to any payment/s, it is the responsibility of the Shipper to make timely payments in order for them to be credited to the account of the Carrier in time.

Any waiver of prefunding requirement (credit terms) shall be made by the Carrier in writing acting in the sole discretion of the Carrier. Any credit terms for provision of ancillary services or settlement of associated disbursement must be expressly agreed to in writing in advance by the Carrier to apply.

3.5 Any PDA or other preliminary information is a non-binding estimate. The final Disbursements account and remuneration may vary from the PDA. The principal is liable to pay the actual disbursements and remuneration represented by the final disbursement account / final invoice of the Carrier (**“FDA”**).

3.6 The Carrier shall issue the FDA as soon as reasonably practicable (taking into consideration long lead time for final invoices and logistical difficulties of remote locations where it operates). Shipper shall pay any amounts owed under final invoices to the Carrier promptly or as per credit terms agreed (when applicable).

3.7 The Carrier shall charge default interest on any amounts overdue and not paid at the rate of 3% per annum.

3.8 All bank charges shall be for the Shipper’s account.

3.9 Any amounts shall be paid to the Carrier's bank account stated in the PDA or FDA as applicable. Any amounts can be settled in cash only upon previous consent of the Carrier (for example to the vessel's crew for minor matters).

3.10 In the event of agreeing to a running debit balance after prefunding is made, the Shipper shall restore funding to the level required by the Carrier who may always deduct any amount held by the Carrier in credit for a subsequent accounting period.
3.11 The Carrier shall be entitled to deduct from the sums held for the Shipper's account any amount due from the Shipper.

3.12 In the case of any dispute relating to Freight or other sums whatsoever due from the Shipper to the Carrier, the Carrier may, at its sole option, bring suit against the Shipper in the fora agreed above, or in the countries of the port of loading, port of discharge, place of delivery or in any jurisdiction where the Shipper has a place of business.

4. Shipper's Warranties and Indemnities

4.1 By presenting the Goods for Shipment the Shipper agrees and warrants that:

(i) He is authorized to enter into the Contract on behalf of himself, the Consignee and every person with an interest in the Goods;

(ii) The Goods have been properly declared and described for the purposes of Shipment (in all cases prior to issuance of Booking Summary);

(iii) The Goods are not Dangerous Cargo unless it was duly notified to the Carrier in accordance herewith (without prejudice to the rights of the Carrier hereunder);

(iv) The Cargo has been properly packed and secured onto or into the Unit (if applicable);

(v) The Goods are lawful;

(vi) VGM and/or other dimensions of Goods is/are correctly declared and the Shipper acknowledges that the VGM and parameters declared are material condition of the Contract and essential for safe transportation of Goods;

(vii) Any Container of Unit is loaded only within its permitted parameters, including for Containers VGM does not exceed its permitted load or other parameters.

(viii) Shipment is subject to these Conditions;

(ix) The driver or escorted person accompanying the Goods is authorized to do so and will comply with the requirements of all customs, security, safety, port, immigration and other regulations applicable in the port of loading and discharge;

(x) The Consignee is authorized to take delivery of the Goods in the port of discharge;

(xi) The Carrier is authorized specifically to take any reasonable steps for the purposes of inspecting or checking the Goods where the Carrier reasonably believes that it is necessary to do so for any reason whatsoever or where the Carrier is instructed to do so by any customs or other authority, whether at the port of loading or discharging or elsewhere.

4.2 The Shipper agrees to indemnify the Carrier against:

(i) Any and all loss, damage and expense of whatsoever kind and howsoever arising from breach of the Shipper's warranties as set out in Clause 4.1 above;

(ii) Any and all liabilities which the Carrier may incur to any third party save in so far as the same arises out of the Carrier's own gross negligence or willful misconduct;

(iii) Any liabilities of the Carrier in excess of the limits set out in these Conditions.

(iv) Any and all liabilities of the Carrier as well as any and all loss, damage and expense incurred or that may potentially be incurred by the Carrier, in particular to any third party, because of damage to or loss of the Vessel resulting from the Goods or because of damage to or loss of other goods, cargos and/or units resulting from the Goods.

4.3 The Shipper shall be responsible at all times for ensuring that every person (whether or not authorized) travelling with a Unit has all documentation required by immigration, customs, health and other regulations and authorities, and the Shipper shall be liable to indemnify the Carrier in respect of all loss, damage and expense of whatsoever kind and howsoever arising as a result of any such person failing to comply with such requirements. The Carrier shall be entitled to lien the Goods (including valuables) as security for any losses which it may suffer following the Shipper's breach of clause 4.

5. Hague Rules

5.1 The Cargo Shipment Confirmation shall represent (together with such other summaries and documents as applicable) the Contract under these Conditions and shall deem to incorporate the provisions of the Hague-Visby Rules, establishing that the Carrier is liable in relation to the loading, handling, stowage, carriage, custody, care and discharge of such Goods and the Carrier and the Vessel shall in any event be discharged from all liability whatsoever in respect of the Goods, unless suit is brought within nine months of their delivery or of the date when they should have been delivered. In the event of any inconsistency between these Conditions and the Hague-Visby Rules, these Conditions shall prevail unless under the provisions of any compulsorily applicable law the contrary may be the position. Nothing in these Conditions shall however be construed as increasing the Carrier's liability or responsibilities beyond any mandatory applicable law or Hague-Visby Rules.

5.2 The Carrier will receive, load, stow, carry, discharge and otherwise generally handle and keep the Goods in accordance with his obligations under the Hague - Visby Rules. The Carrier's liability shall be determined by, and shall not exceed the amounts, as arising from the Hague – Visby Rules which are incorporated into these Condition and any Contract. Without prejudice to the foregoing, local mandatory law may impose that instead of Hague – Visby Rules, Hague Rules apply. For the avoidance of doubt, where the Hague Rules apply mandatorily, references to the Hague-Visby Rules in these Conditions or any Booking Summary or Cargo Shipment Confirmation shall be read as references to the Hague Rules. For purposes of limiting the liability of the Carrier, the Cargo Shipment Confirmation shall be construed as bill of lading. Provided that the Carrier issues bill of lading, such bill of lading shall be consider Cargo Shipment Confirmation and this term shall be read and construed in these Conditions accordingly.

6. Carriers' Rights and Responsibilities

6.1 The Carrier shall be entitled to stow any Goods either on deck or below deck (if applicable) at its sole option and these Conditions shall apply irrespective of whether the Goods are stated to be or are in fact carried on or below deck.

6.2 The Carrier shall at all times be entitled to refuse to carry or to delay the Shipment of any Goods, including live animals, Dangerous Goods, bulk cargo or vehicles of unusual dimensions, Goods for which incorrect declaration of VGM and/or other dimensions was/were provided by the Shipper for any reason whatsoever, as well as valuables which term shall include any documents, bank notes, securities, bullion and precious stones and shall always be carried at Shippers sole risk and responsibility) and the Shipper shall indemnify the Carrier against all loss and/or damage of whatsoever kind and howsoever arising which the Carrier may incur as a result of the Shipment of such Goods.

6.3 Supply of power to any Unit must be always confirmed in advance in writing by the Carrier and subject to express agreement on the subject matter and such supply of power shall in all cases be done by the Carrier on reasonable endeavors basis and in no circumstances whatsoever shall the Carrier be liable for any failure to do so or for any breakdown, interruption, inadequacy or unsuitability of the power so supplied.

6.4 The Carrier in its sole discretion shall be at liberty:

(i) To carry the Goods on any Vessel (whether or not owned or operated by the Carrier);

(ii) To transship the Goods on another Vessel (whether or not owned or operated by the Carrier);

(iii) To sub-contract the whole or any part of a Shipment to any other Carrier;

(iv) To order a Vessel to deviate a route in circumstances where the Carrier reasonably deems the same necessary for any purpose whatsoever; and

(v) To abandon the voyage or proceed to any other port (or return to the port of loading) and to take such steps in respect of the Goods as are deemed appropriate where the Carrier reasonably believes that the Vessel will, through no fault on the part of the Carrier, be unable to perform in any material respect the voyage in accordance with these Conditions.

6.5 The loading and discharge of the Goods, including the Unit shall be at the expense and risk of the Shipper and the Shipper shall indemnify the Carrier against all loss, damage or expense of whatsoever kind and howsoever arising resulting from the breakdown of any Unit and/or Cargo during the course of loading or discharging, whether on board the Vessel or ashore, or resulting from the breakdown of the Vessel during loading or discharging of the Unit.

6.6 The Carrier may open any vehicle, trailer, container, tanker, flat, pallet, package or other Unit and examine, remove, restow or otherwise handle the Cargo or any part thereof if directed or requested to do so by customs or any other civil or military authority or if the Carrier in its sole discretion considers it necessary to do so. The same shall be done at the Shipper's risk and expense and the Carrier shall not be liable in any circumstances whatsoever for taking such steps nor for loss, damage, mis-delivery or delay caused by improper stowage or inadequate packing or from a mixture of content howsoever and whensoever caused.

6.7 Save as specifically provided in these Conditions the Carrier shall be under no liability whatsoever and howsoever arising and whether in respect of or in connection with any Goods or any instructions, business, advice, information or service or otherwise.

7. Dangerous Cargo and Others

7.1 The Carrier shall be under no obligation to receive or to carry Dangerous Cargo without having expressly agreed in advance to do so in writing. Notification of the intention of Dangerous Cargo Shipment must be given at least seven (7) working day is advance to the Carrier.

7.2 The Shipper shall provide the Carrier with all information he may reasonably require as to the necessary precautions to take in respect of Dangerous Cargo and the Carrier shall be at liberty to affix to the relevant Cargo / Unit all necessary notices to comply with applicable regulations and legislation in order to indicate that the Cargo is dangerous, failing which the Carrier shall have an absolute right to refuse the Shipment.

7.3 The Shipment of Dangerous Cargo shall at all times be at the sole risk of the Shipper who shall always be responsible for any injury, loss or damage resulting from such Shipment. The Carrier shall be entitled at its sole discretion to disembark, destroy or otherwise render innocuous such Cargo without liability to compensate the Shipper for any resulting loss and in such event, the Shipper shall remain responsible for all Freight and other charges due to the Carrier as well as for the costs and the expenses incurred by the Carrier in taking such action.

7.4 The Carrier shall be under no obligation to receive or to carry any Goods for which the Shipper made an incorrect declaration with respect to its VGM and/or other Dimensions. VGM if possible shall be verified in the loading Port, nevertheless the obligations of the Shipper regarding correct declaration of VGM shall apply whether or not VGM of Goods was verified in the loading port.

8. Carriage of Wheeled Cargo and/or Ro-Ro Transportation

8.1 Should the Shipper request Carrier to transport vehicle(s) or any similar cargo, Carrier shall not be liable for:

8.1.1 scratches, dents, bumps, rusty spots, damaged upholstery fittings and/or engine/mechanical malfunctions/breakdowns on used/second-hand Goods nor for any consequence whatsoever resulting therefrom;

8.1.2 pilferage and/or damage to personal effects and accessories, equipment, removable fittings, cargo and/or other possessions left onto or inside the Goods carried.

8.2 The Carrier warrants that the vehicle(s) or any similar cargo shipped under the sea waybill, including anything left onto/inside it, are gas free and do not contain any other prohibited Goods banned for import or export and cannot be considered toxic or harmful/hazardous waste under the legislation applicable at the countries of the port of loading and/or the port of discharge.

8.3 The Shipper agrees to be fully responsible for and to indemnify and hold Carrier harmless against any inaccuracy in the Goods details such as, but not limited to, chassis/VIN number, age, weight, measure, marks, number, quality and contents provided to Carrier at the time of booking.

9. Delivery

9.1 The Carrier shall take custody of the Goods from the time they cross the Vessel's ramp or rail at the port of loading until they pass across the Vessel's ramp or rail at the port of discharge. However, the Shipper, Consignee and other persons accompanying the Goods must secure the Goods against access by third parties and use all measures reasonably necessary to prevent movement of the Goods. They must also switch off the Units and all power receivers in the Units unless otherwise agreed with the Carrier's and Vessel's crew.

9.2 The Cargo Shipment Confirmation sent or distributed by the Carrier shall be evidence of shipment and no confirmation or sign off of the Shipper shall be required to be received by the Carrier. The Shipper authorizes the Carrier to deliver the Goods to the Consignees' representative or to any person whom the Carrier reasonably believes to be authorized to take delivery of the Goods, including the driver or escort of the Unit/Goods. In particular in case of Shipment other than in RoRo format, it is the obligation of the Shipper to provide to the Carrier clear information and identification of the Consignee and its representative for delivery of the Goods.

For purposes hereof due delivery of Goods under these Conditions shall: (i) in case of RoRo format of Shipment, driving off the Unit from the Vessel; and (ii) in case of other than RoRO format of Shipment, the Carrier may in its sole discretion either send notification of delivery to the Shipper or Consignee, or require sign off for delivery of Goods. If the Goods are delivered in accordance with these Conditions the Shipper and/or Consignee shall have no claim for loss or mis-delivery.

9.3 The Shipper shall arrange that the Consignee shall collect the Goods forthwith after the Vessel has docked or they have been discharged at the place of delivery, alternatively for any bulk cargo the Shipper shall make arrangements for its prompt collection and associated logistics. Any storage of Goods, including parking of Units shall be at the cost of the Shipper / Consignee (see also clause 9).

9.4 Any loading and delivery of the Goods shall be at costs of the Shipper or Consignee as the case may be unless expressly agreed otherwise by the Carrier in writing in advance (as part of offer or additional agreement).

9.5 If the Goods have not been collected within 30 days after discharge from the Vessel the Carrier shall be entitled at its sole discretion to sell or otherwise dispose of the Goods without any liability to the Shipper or Consignee or other person who may be interested in the Goods. Further, the Carrier shall be entitled at its sole discretion without notice to sell or otherwise dispose of perishable Goods which are not taken up immediately upon arrival or which in the opinion of the Carrier would be likely to perish in the course of Shipment, storage or handling without any liability to the Shipper or the Consignee.

Any sale of the Goods may be by public auction or direct sale, as the Carrier may think fit at its sole discretion, and the proceeds shall be applied firstly in or towards settling all sums due to the Carrier under these Conditions, settling of any storage costs or costs of ancillary services and any any other account and thereafter any balance shall be payable to the Shipper or Consignee.

9.6 Goods shall be deemed delivered in the quantity and quality as per the Cargo Shipment Confirmation unless the Consignee disputes any difference of quantity and quality immediately upon delivery and provides satisfactory evidence of discrepancy to the Carrier. All charges and costs arising out of sale or other disposals of the Goods shall be paid by the Shipper and/or Consignee.

9.7 The Carrier shall refrain to deliver the Goods or allow the discharge of Units provided that any amount of Freight or costs associated with the Shipment are paid to the Carrier by the Shipper and/or the Consignee (unless credit terms were expressly agreed with the Shipper).

10. Storage, Ancillary Services and Intra-Modular Shipment

10.1 Storage Clause. The Carrier may, either as ancillary service or as a result of operational delays or delays to collect Goods at delivery by the Consignee, store the Goods or provide parking for Units, both before loading and after discharge at such place or places and in such manner as it shall in its discretion decide at the sole risk of the Shipper and/or Consignee and at such rates as determinate in accordance with Freight Tarriff or rates of third parties (including respective port operators). All charges and costs arising out of storage of Goods or parking of Units and costs of catering for accommodation and food and beverages and other needs of escorting/accompanying persons shall be paid by the Shipper and/or Consignee.

The Shipper and the Consignee shall be jointly and severally liable to the Carrier for any storage costs applicable for storage or safe keeping of Goods and/or Units charged to the Carrier by third parties, including by the port of loading and port of discharge beyond the provided days free of charge as per the respective port tariff and any storage and handling costs charged to the Carrier by providers of Intra-Modal Transport beyond any charges included in the Base Intra-Modal Charge.

10.2 Rental of Units and Related Demurrage. The Carrier may provide as ancillary service rental of various types of Units (including shipping Container, tanktainers, or pallets) for use for Shipment of otherwise which shall be charged for in accordance with Freight Tarriff or as per ancillary agreement with the Shipper (including in the Booking Summary).

Regardless that there is no express agreement to that effect, in case the Shipper and/or Consignee fails to take delivery of Goods in time and/or fails to return the Unit rented in agreed time, demurrage or detention fees (for delay in return of empty containers for shall be referred to as demurrage for purposes hereof as well) shall be payable to the Carrier at rate as per Freight Tarriff or as agreed, and in the absence of such agreed rate at customary rate in the region.

The Shipper and/or Consignee shall deliver the Unit (including its accessories) rented to the Shipper in same good condition as it was delivered to the Shipper or its agent for rental. In case a Unit is returned damaged beyond normal wear and tear and/or dirty or untidy, regardless of how the damage occurred and including any damages occurring as a result of Intra-Modal Transport, the Shipper and the Consignee shall be jointly and severally liable (i) to fully reimburse the Carrier for loss suffered (including loss of income) and to pay the Carrier respective costs and expenses associated with cleaning, repairs and/or conditioning of such Unit; and (ii) to pay a lump sum cleaning and/or conditioning fee in accordance with the Freight Tariff. The fee under (ii) hereof shall be charged by the Carrier to the Shipper. The Carrier may but is not obliged to refrain in its sole discretion from charging the Shipper and the Consignee the costs of repair or cleaning under (i) above, in particular if the fee under (ii) covers the costs of cleaning or repair.

The Shipper and/or Consignee shall not pledge or encumber the rented Unit in any way whatsoever.

Where a Unit rented to the Shipper is packed and/or unpacked by the Shipper and/or the Consignee (at any location including premises of the Shipper or the Consignee), the Shipper and the Consignee are jointly and severally responsible for returning the empty Unit with its interiors brushed and clean to the port of discharge or such other place as is designated by the Carrier, his servants or agents within the prescribed time. The subsection (i) and (ii) above regarding the the liability of Shipper and the Consignee apply.

10.3 Ancillary Services. The Carrier may also provide other ancillary services in connection with any Shipment, both before loading and after discharge at such place or places and in such manner as it shall in its discretion decide at the sole risk of the Shipper and/or Consignee or as agreed with the

Shipper **"Ancillary Service"** to the Shipper / Consignee, including but not limited to storage and parking under clause 9.1, rental of Units under clause 9.2 and following: (i) packing or unpacking Goods, (ii) break bulk services; (iii) handling / loading and offloading of bulk cargo; (iv) intra-modal Shipment pre-shipment or post-shipment in particular with trucks and pre-shipment with other carrier or post shipment with other carrier ("Intra-Modal Transport") and delivery of Goods outside of port of discharge, or collection outside of port of loading; and (v) and other service.

All charges and costs arising out of Ancillary Services shall be paid by the Shipper and/or Consignee and charged at rates as Freight Tarriff, ancillary agreement with the Shipper or in absence thereof at customary rates.

10.4 When engaging in Intra-Modal Transport, i.e. to receive the Goods at a place other than the Vessel's port of loading or to deliver the goods at a place other than the Vessel's port of discharge, the Carrier acts as the Shipper's or Consignee's agent only and shall be entitled to sub-contract the carriage on any terms it deems appropriate, including in the case that the Intra-Modal Transport is agreed as part of service between the Shipper and the Carrier. Intra-Modal Transport shall be at risk and cost of the Shipper and Consignee at all times, including in cases where Base Intra-Modal Charge shall be at the cost of the Carrier as per the agreed terms with the Shipper. The Carrier shall not be liable for any loss or damage arising during any part of the transport other than that between the port of loading and port of discharge even though the freight or any service fee for the whole transport has been collected by him.

Provided that as part of terms of Shipment and applicable Freight, the Carrier agreed to arrange for Intra-Modal Transport, only the basic charge for Intra-Modal Transport (**"Base Intra-Modal Charge"**) shall be at the account and cost of the Carrier and any ancillary and additional charges, including waiting times, demurrage, storage costs or penalties shall be at all times for the account and cost of the Shipper and the Consignee (**"Ancillary Intra-Modal Charges"**).

The Shipper and the Consignee shall be jointly and severally liable (i) to fully reimburse the Carrier for loss suffered (including loss of income) and to pay the Carrier respective costs and expenses associated with any Ancillary Intra-Modal Charges charged to it by any third party or incurred by the Carrier; and (ii) to pay a lump sum charges for any elements falling outside the Base Intra-Modal Charge in accordance with the Freight Tariff.

The fee under (ii) hereof shall be charged by the Carrier to the Shipper. The Carrier may but is not obliged to refrain in its sole discretion from charging the Shipper and the Consignee the costs and expenses charged to the Carrier under (i) above, in particular if the fee under (ii) covers the costs incurred by the Carrier.

10.5 Any lightering in or off ports of loading or ports of discharge, necessary for the delivery of the Shipment shall be for the account and risk of the Shipper, unless expressly stipulated otherwise the Carrier in terms of Shipment.

11. Liability of the Carrier

11.1 In no circumstances whatsoever and howsoever arising shall the Carrier be liable for in connection with the Shipment, Ancillary Services or otherwise:

(i) Delay, howsoever and whensoever caused;

(ii) Loss or damage of any nature whatsoever which occurs before the Goods cross the Vessel's ramp or rail during loading or after the Goods have crossed the Vessel's ramp or rail during discharge, or occurring in the course of loading or discharging, howsoever such loss or damage may be caused;

(iii) Loss of the use of the Goods or any part thereof, or any other form of indirect or consequential loss or damage;

(iv) Indirect consequential damages or losses whatsoever and howsoever arising or for market losses of any kind, even if caused by the willful neglect or willful default of the Carrier, for any

damage, loss, delay, mis-delivery or non-delivery of the Goods or of any documents relating to the Goods;

(v) An event or act of force majeure which term shall include (without limitation) forces of nature, war or threat of war, terrorist activity, riot or other civil commotion, natural or nuclear disaster, fire, technical problems of any nature, closure of ports, strike or any other industrial action, heavy weather or any other event whatsoever outside the control of the Carrier.

11.2 The defenses, exclusions and limits of liability in these Conditions shall apply in any action against the Carrier whether such action is founded in contract, tort or bailment.

11.3 Himalaya Clause. It is hereby expressly agreed that no employee of the Carrier (including every sub-contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Shipper or Consignee for any expense, loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect, or default on its part while acting in the course of or in connection with its employment and, without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such employee or sub-contractor acting as aforesaid and for the purpose of all the foregoing provisions of this clause, the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its servants or agents from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Contract.

11.4 In consideration for the provision or prospective provision by any servant, agent or independent contractor of the Carrier of any service and in connection with the performance by the Carrier of its obligations under these Conditions, it is hereby agreed between the Shipper and/or Consignee and the Carrier acting as agent on behalf of and trustee for the benefit of such employees, agents and independent contractors that all exclusions and limitations of liability of the Carrier under these Conditions shall apply to and be for the benefit of the Carrier's servants, agents or independent contractors who shall to this extent be deemed parties to this Contract; and furthermore, that the Carrier's servants and agents or independent contractors shall be entitled to the benefit of all indemnities granted by the Shipper and/or Consignee to the Carrier by these Conditions.

12. Miscellaneous

12.1 The Shipper and/ the Consignee shall be solely liable for insurance of Goods, including Cargo the Units and any liability arising from their Shipment and their loading and/or offloading as well as for any risk associated with the Ancillary Services. The Carrier shall not be liable to the Shipper and/or Consignee for any insurance pertaining to the assets, personnel, cargo or liabilities of the Shipper and/or Consignee in connection with the Shipments or the Goods, including the Cargo and the Units.

12.2 New Jason Clause. In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the Cargo, Units, Shippers, Consignees or the owners of the Cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Cargo or Units. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or its agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier before delivery. To the extent not contradictor to other provisions of this clause 11.2 the General Average is to be adjusted at any port or place at the Carrier's option and to be settled according to the York-Antwerp Rules 1994.

12.3 Both-to-Blame Collision Clause. If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the Cargo and Units carried hereunder will indemnify the Carrier against all loss or liability to the other or non-

carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said Cargo or Unit, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

12.4 Salvage Claims Clause. The Shipper and/or Consignee shall indemnify the Carrier in respect of any sums or expenses paid or incurred or any liabilities assumed by the Carrier on behalf of the Shipper and/or Consignee with the intention of avoiding any delay to the Vessel or the Goods consequent upon any claim for salvage or other services rendered to the Vessel or the Goods and the Shipper and/or Consignee shall, if required by the Carrier so to do, provide reasonably satisfactory security to the Carrier or to any salver in respect of any such sums or expenses or liability and pending the provision of such security the Carrier shall have a lien on the Goods. If a salving vessel is owned or operated by the Carrier or by an associated or group company, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

12.5 Trade Restrictions. The Carrier shall not be obliged to perform any obligation otherwise required under any Contract (including without limitation an obligation to (a) perform, ship, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (b) engage in any other acts) if this would be in violation of, inconsistent with, or expose the Carrier or any of its affiliates, directors, officers, agents and/or other representatives to punitive measures under, any laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements of Mozambique, the United Nations, the United States of America, European Union or United Arab Emirates relating to trade sanctions, foreign trade controls, export controls, non- proliferation, anti-terrorism and similar laws.

12.6 If any legislation is applicable to any business undertaken by the Carrier these Conditions shall apply subject to such legislation but nothing in these Conditions shall be construed as a waiver or surrender by the Carrier of any of its rights and immunities or as an increase of its responsibilities or liabilities as provided by such legislation. If any term or condition or part thereof herein shall be repugnant to such legislation and unlawful or unenforceable these Conditions shall be read as if such term or condition or part thereof was omitted.

12.7 No failure by the Carrier to enforce any provision of these Conditions shall be construed as a waiver of such provision or shall affect the right of the Carrier to enforce any other provision of these Conditions.

12.8 These Conditions are written in the English language. In the event of translation of these Conditions to any language other than English, any inconsistency between either version the English language version shall prevail.

13. Jurisdiction and Law

13.1 Any claim or dispute arising out of or under these Conditions by the Shipper and/or Consignee or by any party claiming by or on their behalf against the Carrier shall be subject to the exclusive jurisdiction of the courts of England and Wales. Any proceedings against the Carrier must be commenced within 9 months from the date of discharge or when the Goods should have been discharged, failing which any claim shall expire or, if such claims shall not expire according to provisions of applicable law in force, shall be time barred.

13.2 The parties hereto hereby agree that any dispute hereunder shall be governed by and construed exclusively in accordance with the laws of England and Wales and that the Contract and these Conditions are governed by English law.