KUEHNE+NAGEL

QUOTATION TERMS AND CONDITIONS

The quotation is valid under the following conditions, unless stated otherwise:

- The offer does not include services related to customs clearance, delivery to the final destination, or cargo insurance, unless these are calculated separately.
- The offer does not include a peak season surcharge or any other additional costs and charges that were not known at the time of calculation.
- The offer by Kuehne + Nagel regarding rates, prices, surcharges, and services applies exclusively to the specified services and goods of standard dimensions and weights, in accordance with applicable weight and size limitations. Furthermore, our offer assumes standard, unchanged transport conditions, smooth transport routes, stable exchange rates, rates, tariffs, and unchanged data processing requirements. Our offer also assumes unchanged tax legislation, unchanged fuel and personnel costs, as well as unchanged market conditions such as higher or lower customer and business demand, inflation, deflation, interest rates, capacity, inventory availability, and variable surcharges, unless such changes were foreseeable at the time of contract conclusion. Under different circumstances, Kuehne + Nagel reserves the right to reconfirm the quotation terms at its reasonable discretion.
- Kuehne + Nagel reserves the right to adjust rates if the value of VLSFO or other fuel, according to applicable regulations (e.g., MGO/0.5 IFO), fluctuates.
- Kuehne + Nagel reserves the right for a weekly BUC review.
- Kuehne + Nagel reserves the right to review and adjust any commercial factor or methodology used in the calculation of fuel charges at any time (quarterly or monthly) during the term of this agreement or contract. Any adjustment shall take effect within 15 days of its implementation.
- In the event of an exchange rate fluctuation of more or less than ±5%, Kuehne + Nagel reserves the right to adjust the final prices.
- The offer is valid subject to the availability of transport capacity and containers. The price includes tariff rates, transport options, and transport conditions, and is calculated in accordance with the legal regulations in force at the time of issuance. Any additional costs not caused by our company will be charged in full.
- The offer does not apply to the transport of dangerous goods unless calculated separately.
- The offer is subject to the implementation of an Emergency Disruption Surcharge "EDS".
- The offer does not include additional costs related to demurrage, detention, or storage of containers or trucks. The following tariff and conditions apply to shipments (valid for standard containers and non-hazardous goods):

<u>Hamburg / Bremerhaven/ Gdansk</u>　　　　<u>Koper/Trieste</u>

Storage	***Storage***
1-3 days: free	1-3 days: free
4-8 days: EUR 50 / TEU / day	4-7 days: EUR 10 / TEU / day
9-13 days: EUR 95 / TEU / day	8-14 days: EUR 20 / TEU / day
14-18 days: EUR 132 / TEU / day	15-21 days: EUR 40 / TEU / day
From 19th day : EUR 170 / TEU / day	from 22nd day: EUR 60 / TEU / day
Demurrage	***Demurrage***
1-3 days: free	1-5 days: free
4-9 days: EUR 60 / TEU / day	from 6th day: EUR 50 / TEU / day
from 10th day: EUR 120 / TEU / day	
Detention	***Detention***
1-7 days: free	1-7 days: free
8-12 days: EUR 70 / TEU / day	8-12 days: EUR 70 / TEU / day
from 13th day: EUR 140 / TEU / day	from 13th day: EUR 140 / TEU / day

- **Storage**: Charges applied by the port terminal due to exceeding the free storage time for a container at the port terminal (both for import and export).
  - For exports, storage is calculated per calendar day and per container, from the day of delivery to the port of departure until the day of vessel departure (within the free time period).
  - For imports, storage is calculated from the day the container is unloaded from the vessel at the port terminal until the day the container is picked up from the terminal, inclusive (within the free time period).
  - This charge is fully payable by the payer of the transport.

- **Demurrage**: Charges applied by the shipping line due to exceeding the free demurrage time at the port terminal (both for import and export).
  - For exports, demurrage is calculated per calendar day and per container, from the day of delivery to the port of departure until the day of vessel departure (within the free time period).
  - For imports, demurrage is calculated from the day the container is unloaded from the vessel at the port terminal until the day the container is picked up from the terminal, inclusive (within the free time period).
  - This charge is fully payable by the payer of the transport.

- **Detention**: Charges incurred outside the port by the shipping line due to exceeding the free detention time.
  - For exports, detention is calculated from the day the empty container is picked up from the terminal until it is delivered to the respective port terminal.
  - For imports, detention is calculated from the day the container is picked up from the port terminal until the day the empty container is returned to the respective container terminal.
  - This charge is fully payable by the payer of the transport

- In case of exceeding the above-mentioned demurrage/storage/detention periods, these charges will be re-invoiced to you based on the specific transport.

- All time limits are calculated in calendar days, i.e., including weekends and public holidays.

- The total weight of the shipment in case of inland transport is understood as net weight, excluding tara (weight of the empty container). The typical container tare weight is:

  20’ DC = 2300 kg   40’ DC = 3700 kg   40’ HC = 4000 kg

- The offer is calculated based on the average exchange rate valid on the day the quotation is issued, where the average exchange rate is determined as the average of the rates published by shipping lines for the previous monthly period. The final invoicing of transport costs will be based on the exchange rate of Société Générale – Komerční banka, a.s., branch of a foreign bank – “Foreign Exchange Sell” rate on the day of invoicing. In the case of a price agreed in USD, the transport invoice will be issued in EUR under the above-mentioned conditions. The invoice must be paid in the currency in which it is issued, i.e., in EUR.

- The stated rates do not include VAT, which will be charged in accordance with applicable legislation.

- In case of a delay in fulfilling its financial obligation, the ordering party is obliged to pay the Forwarder a late payment interest of 0.05% per day of delay on the outstanding amount, and a contractual penalty of EUR 10 for each invoice issued in relation to the interest on late payment (penalty invoice) – as a lump-sum compensation for the costs associated with issuing and delivering the penalty invoice.

- Force majeure is an extraordinary event or circumstance that arises independently of the will of the contracting party. Events or circumstances considered force majeure include, in particular, natural disasters such as earthquakes, volcanic eruptions, hurricanes, floods, fires, explosions, and other similar catastrophes, as well as war and military operations, national and civil unrest and strikes, revolutions, terrorist attacks, embargoes, export and import bans, or diseases, pandemics, epidemics, etc., which are beyond the control of the contracting parties, are insurmountable and unavoidable, completely prevent the fulfillment of contractual obligations or parts thereof, and whose occurrence could not have been foreseen or influenced. In the case of force majeure, the liability of the contracting parties for non-fulfillment of contractual obligations is excluded. Kuehne + Nagel shall not be liable for any damage caused by “force majeure”.
- **War Risk / High Risk**: The Merchant acknowledges that routing through war and terror risk areas involves significant risks. Kuehne+Nagel, Blue Anchor Line, Blue Anchor America line, its affiliates and the carrier are not liable for any loss, damage, delay, extra costs, or inability to perform due to such routings or related incidents.

- We operate in accordance with the “General Forwarding Conditions” of the Association of Logistics and Forwarding of the Slovak Republic. The transport of shipments is subject to the Bill of Lading terms and conditions.

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