

GENERAL CONDITIONS FOR SEA FREIGHT FORWARDING

Limited Liability Company "Kuehne+Nagel", registration number 40003091853, registered office at Dzelzavas Street 45, Riga, LV-1084 (hereinafter – Kuehne + Nagel) provides sea freight forwarding services under the following conditions:

1. Kuehne + Nagel's liability for the services is subject to Fiata Model Rules on Freight Forwarding Services ("FIATA"). The limitation of liability for Other Type of Loss in Article 8.3.3. FIATA shall be SDR 10.000.
2. Kuehne + Nagel is liable only for the actual loss amount, excluding lost profits. Liability is limited to 2 SDR per 1 kg of gross weight of the shipment that Kuehne + Nagel was contracted to arrange. Kuehne + Nagel is not liable for the loss of a shipment if it was delivered with the seal intact. Kuehne + Nagel is only liable for damage to the substance of the cargo and not for delivery delays;
3. Kuehne + Nagel is not liable for obligations to pay public charges (especially customs duties, taxes, or administrative fines) that arise due to partial or total loss or damage of the shipment, or for the non-performance or improper performance of the concluded contract. Kuehne + Nagel is also not liable for consequences arising directly or indirectly from defective goods, lack of packaging, or inadequate condition, especially if such defects could not be detected prior to service commencement;
4. The sea freight order is submitted by the client to the Sea Department by sending an order in free form via email. The freight order must contain all essential and necessary information (type of service, cargo, dates, times, and other required details). The task sent to Kuehne + Nagel becomes binding only after it has been accepted and confirmed by Kuehne + Nagel. Kuehne + Nagel informs the client about the acceptance of the order for execution. Kuehne + Nagel is under no obligation to automatically accept the client's submitted order;
5. Since sea transportation consists of multiple complex and individual stages, each subject to various external and/or internal factors, the departure and arrival dates and/or times indicated by Kuehne + Nagel are only approximate. Kuehne + Nagel shall not be liable if the cargo is not delivered to its destination within the indicated estimated timeframe.
6. The customer is obliged to properly and completely submit the order/task, including all information necessary for the proper performance of the service, such as the type of goods, parameters, specifications, classification, characteristics, loading and unloading methods, transportation method, and other essential information. The customer must also deliver the cargo or cargo unit to Kuehne + Nagel in a timely manner and make payment of the invoice issued by Kuehne + Nagel according to the terms stated in the invoice. The customer must also provide all necessary documentation, permits, cargo information, and other documents required for successful performance of the agreed task;
7. If the customer's submitted order does not include clearly, sufficiently, and legally binding instructions or special arrangements, Kuehne + Nagel has the right to freely choose the transport time, method, mode of transport, and tariffs, while taking into account the

customer's interests. Specifically, Kuehne + Nagel has the right to plan the route, select the border crossing point, choose the customs clearance location, and designate a safe parking location.

8. The customer shall be liable for damages caused to Kuehne + Nagel or third parties if the customer has provided inaccurate, incomplete, or incorrect information in the order, correspondence, or documents (particularly regarding shipment quantity, weight, dimensions, description, and packaging, or in the case of waste – the waste category); has failed to provide necessary documentation, permits, or information; has ordered transport of restricted or prohibited goods without informing Kuehne + Nagel of their nature or obtaining its consent; has incorrectly filled out the waybill; has inadequately or improperly packaged the goods; the characteristics of the cargo pose risks; or if there are delays during loading or unloading;
9. The customer shall bear all expenses, penalties, fees, and fines imposed by competent authorities or institutions on Kuehne + Nagel and compensate for any damages arising from the customer's failure to fulfil its obligations;
10. The customer shall provide all relevant licenses for all jurisdictions involved in the transaction and associated data, especially applicable export control and customs classification codes, country of origin, and all applicable destination country restrictions – regardless of the country to which the goods are delivered. The customer is obligated to ensure an accurate customs valuation and precise names and addresses of all parties involved in the transaction. The customer shall provide this information correctly and in due time to enable Kuehne + Nagel to perform the agreed services. If the customer's trade control requirements and embargo restrictions are not met or are unclear, or if the transaction is not permitted in a given jurisdiction, Kuehne + Nagel is released from any obligation to provide the services and bears no liability for potential losses;
11. The customer shall comply with all applicable trade control and embargo regulations, especially regarding export, customs, import, and domestic activity requirements related to the customer's goods;
12. The customer is liable for all costs, including legal expenses, other costs, losses, or damages incurred by the freight forwarder due to a lack or inaccuracy of trade control or compliance data, documentation, information, or other factors the customer is obligated to provide. The customer shall indemnify Kuehne + Nagel for all expenses, losses, and claims, including but not limited to duties, taxes, interest, fines, and penalties imposed on the freight forwarder or its partners due to the nature of the customer's goods or the actions or omissions of the customer's employees, suppliers, or partners; **Trade control clause** - Customer warrants that (a) Customer and its owners as well as all parties to Customer's shipments and transactions, including their respective owners, and (b) Customer's transactions for which Kuehne + Nagel ("KN") provides the services, are not subject to any applicable US, EU or national customs, import, export, trade control or sanctions laws and regulations that would prohibit such services. Customer shall supply KN, in writing, with all documents and information including, but not limited to, commodity classification numbers, customs valuations, country of origins, export control classification numbers and any required export, re-export, transit or import licenses permits, authorisations or exemptions ("Customer Data") necessary for KN to provide the services in accordance with

applicable laws and regulations. Customer warrants that the Customer Data is complete and accurate. Customer shall immediately advise KN of any errors, discrepancies, incorrect statements or omissions in Customer Data filed by KN on Customer's behalf with Customs and other authorities or third parties. Customer acknowledges that KN is not the Exporter of Record, Importer of Record, Fiscal Representative, Ultimate Consignee or End-User and that KN is unable to sign government forms on behalf of such parties. Customer shall indemnify and hold harmless KN and all KN affiliates from all claims, expenses, losses, penalties and damages, including reasonable attorneys' fees, arising from or in connection with Customer's failure to comply with obligations in this clause.

13. Quotations of and agreements with Kuehne + Nagel about rates, prices, surcharges, and services refer exclusively to expressly listed services, goods of standard dimensions and weights according to the applicable weight and dimension limitations for the respective transport mean as well as an essentially unchanged cargo, order quantity or quantity structure;
14. In addition, such quotations presume normal, unmodified transport conditions, unimpeded connecting ways, the possibility of immediate forwarding, the remaining validity of the underlying freight, exchange rates and tariffs of the agreement, rates and tariffs, unchanged data processing requirements, quality assurance arrangements and operational instructions;
15. Furthermore, they presume unmodified public taxes, 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 predictable, given the circumstances, at the time of conclusion of the contract. In such different circumstances, Kuehne + Nagel reserves the right to re-validate the quotation conditions in its reasonable sole discretion;
16. Kuehne + Nagel reserve the right to adjust the rates, if the bunker value of VLSFO or any other fuel grade according to relevant regulations (e.g. MGO/0.5 IFO) does fluctuate. Kuehne + Nagel reserves the right to review and adjust any trade factor or methodology (quarterly or monthly) used in the calculation of bunker fuel charges at any time during the term of this agreement. Any adjustment will take effect within 15 days of its implementation. Extraordinary bunker charges may occur and Kuehne + Nagel reserve the right for a weekly BUC (Bunker Charge) review.
17. All shipments are subject to confirmation based on available space and equipment.
18. Transit time, scheduled routing and/or mode of transport, if provided in this quotation, are indicative only and the KN does not undertake that the Goods shall arrive or be available at the Port of Discharge or the Place of Delivery (as applicable) at any particular time nor that it shall be carried by the scheduled routing or the mode of transport indicated. Vessel schedule changes, port congestion, route deviations, security inspections, or other operational constraints may result in delays.
19. Sailings may be delayed, suspended, rerouted, or cancelled due to circumstances beyond our control, including but not limited to war, sanctions, government regulations, port closures, or other force majeure events. Any detention, demurrage, storage, or additional port-related costs arising from such delays or operational disruptions shall be for the account of the cargo owner/consignee.

20. Subject to booking amendment/cancellation fee according to shipping line tariff.
 21. Freight rates remain subject to revision with or without prior notice. Any additional charges imposed by ocean carriers or authorities — including but not limited to War Risk Surcharge (WRS), Emergency Risk Surcharge (ERS), Bunker Adjustment Factor (BAF), Peak Season Surcharge (PSS), Emergency Disruption Surcharge (EDS), congestion surcharge, or similar- shall be applicable and payable as incurred.
 22. Export: Freight rates are applicable based on ATD (Actual Time of Departure); Exceptions, - per PCD (Price calculation date); per Container gate-in date at POL (port of loading) – please pay attention to Rate validity period and agreed terms before booking confirmation. Import: Freight rates are applicable based on ATD (Actual Time of Departure).
 23. A carrier chosen by Kuehne+Nagel option is used for the transport and the transport is carried out in accordance with Kuehne+Nagel Bill of Lading Terms (Blue Anchor Line / Blue Anchor America Line) — BAAL - Terms and Conditions BAAL - Terms and Conditions and SWB - Terms and Conditions (<https://blue-anchor-america-line.com/en/>)
 24. Rate is applicable for general cargo (non IMO, not fragile, no veterinary inspection needed, etc);
 25. Excluded inland transport at origin and/or destination if not mentioned additionally.
- FCL shipments:
- Weight limits – 24 tn for the rate offer; 24.1 t – 25.9 t additional surcharge +30 EUR is applicable; 26 t -27.9 t additional surcharge + 50 EUR is applicable, 28 t and more additional surcharge must be checked separately .
 - Subject to truck detention in Port of loading and Port of destination. Riga port free unloading time 3 hours (loading/unloading time in the territory of Latvia, thereafter tariff of 30 EUR/h is applicable ; truck overnight tariff 150 EUR.
- LCL shipments
- Import: in case of on-carriage, there are 4 hours free for delivery and unloading, thereafter EUR 20 per hour applies.
 - Export: in case of pre-carriage, there is a free time of 1 hour for shipment loading and documents release to trucker, after truck detention of 40EUR/per hour applicable.
26. Subject to customs inspection fee; PVD check up – 20 EUR /cntr; Physical inspection 100 EUR/cntr minimum and subject to additional surcharges for truck detention and cargo unloading costs
 27. Excluded export and import custom formalities, Taxes and Duties and Cargo Insurance (if not quoted separately);
 28. Prices quoted excluding VAT (PVN). The invoice shall be paid in the currency specified on the invoice – according to the terms of the agreement.

29. Subject to storage, demurrage and detention charges in Port of loading and Port of destination (pls contact your Kuehne+Nagel person for details);
30. The pricing, services or company information provided in this quotation is confidential and strictly for the benefit of the named addressee only. The contents may not be shared, copied, transmitted or discussed with any other companies, online portals, freight indexes, persons or entities without prior written consent from Kuehne + Nagel.
31. Neither Kuehne+Nagel nor Blue Anchor Line / Blue Anchor America Line can bear any responsibility or liability for your cargo shipped via the Red Sea and Gulf of Aden due to war actions and terrorist attacks. However, we can offer an alternative routing or additional insurance cover for your shipment to reduce the loss and damage risk in this region. Please contact your individual Kuehne + Nagel contact for more details.
32. 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. /
- Komersants ((kravas īpašnieks / nosūtītājs / saņēmējs / viņu pārstāvji))atzīst un piekrīt, ka maršrutēšana caur kara un terora riska zonām saistās ar būtiskiem riskiem. Kuehne+Nagel, Blue Anchor Line, Blue Anchor America Line, tās saistītie uzņēmumi un pārvadātāji nav atbildīgi par jebkādiem zaudējumiem, bojājumiem, kavējumiem, papildu izmaksām vai nespēju izpildīt saistības, kas radušās šādu maršrutu vai ar tiem saistītu incidentu dēļ.*