

Kühne+Nagel AS

General Terms of Sea Transportation

The General Terms have been prepared in Estonian and English. In the event of any disputes, the Estonian version of the General Terms shall be deemed superior.

1 GENERAL PROVISIONS

These General Terms for Sea Transportation of Cargoes apply to all agreements entered into between the Client and Kühne+Nagel AS in relation to the organisation of carriage of goods in part or in full by sea.

The Client's acceptance of Kühne+Nagel AS's offer shall also be considered as the Client's acceptance of these terms of transportation.

2 DEFINITIONS

Within the meaning of these general terms the Client is a person who orders the transportation service and is responsible for paying the carriage charge.

Within the meaning of these general terms the cargo refers to the goods sent from one place by one sender to one destination for one recipient under one bill of lading.

Within the meaning of these general terms the bill of lading (B/L) is a document certifying the acceptance of the goods from the sender and their handing over to the recipient.

3 QUOTATION

The carriage quotation is based on the information contained in the Client's query and applies to ordinary goods which are not dangerous, do not require special handling, do not deteriorate and are not oversized unless that is separately specified in the offer.

The special handling of goods and documents is offered at extra cost. If Kühne+Nagel AS runs into unanticipated expenses when handling the goods or documents and these expenses have not been caused by Kühne+Nagel AS's actions or omissions, the Client is obliged to reimburse Kühne+Nagel AS for those expenses.

The making of a quotation does not guarantee the necessary space in the means of transport.

The quotation is made in Euros unless otherwise specified in the offer. If the quotation is made in a currency other than Euro then the amount will be converted into Euros at the

exchange rate of the European Central Bank in place at the time when the invoice was issued. The exchange rate will be indicated in the corresponding invoice.

The prices specified in the quotation are exclusive of VAT. It shall be added to the price given in the quotation in accordance with the legislation of the Republic of Estonia.

The quotation is valid for 7 calendar days unless otherwise specified in the offer.

The quotation is confidential and should not be disclosed to third persons.

The quotation does not contain the expenses relating to customs and veterinary checks, storage in the seaport, demurrage and detention.

Demurrage refers to keeping the goods in a maritime container over the allowed number of free days in the port of departure and in the port of destination.

Detention refers to the use of a maritime container for loading of the goods over the allowed number of free days in the port of departure and in the port of destination.

4 TRANSPORTATION ORDER

The transportation order shall be placed in a format that can be reproduced in writing and shall contain the following information:

1. terms of delivery: in accordance with the international delivery terms in force at the time the order was placed (Incoterms in force at the time the transportation order was made);
2. loading address (the company's name and precise address including the postal code);
3. details of the contact person at the place of loading (name, telephone and email);
4. time of readiness for loading the goods; specific aspects relating to the loading (e.g. time based restrictions for the loading);
5. quantity of the goods (weight, dimensions, number of units and other such details about the goods);
6. nature and description of the goods (incl. specific requirements for handling and transportation of the goods);
7. unloading address (the company's name and precise address including the postal code);
8. details of the contact person at the place of unloading (name, telephone and email);
9. person carrying out the customs procedures;
10. agreed transportation price.

11. If the Client wishes Kühne+Nagel AS to act as an intermediary in securing the goods in transit insurance for the consignments, this wish should be clearly indicated in the transportation order.

The transportation order is deemed to have been accepted by Kühne+Nagel AS if the latter has confirmed the order in a format that can be reproduced in writing.

Confirmation of the transportation order is deemed to effect the conclusion of the contract for carriage of goods between the Client and Kühne+Nagel AS.

The Client is liable for the accuracy of the details specified in the transportation order. In the event of failure to provide accurate details Kühne + Nagel AS has the right to require the Client to reimburse it for the additional expenses incurred due to inaccurate information.

5 CARRIAGE CHARGE

The calculation of the quotation is based on the quantity, dimensions and weight of the goods specified in the Client's query. The carriage charge is calculated with reference to either specific or real weight, whichever is greater.

The following is taken into account in calculating the charge for carriage by sea: 1m³ = 1000 kg

The calculation of the final carriage charge is based on the actual details of the consignment. The price given in the quotation is valid only for the quantities specified in the query. In the case of changes, the price will increase in proportion to Kühne+Nagel AS's increased expenses.

6 CANCELLATION OF ORDER

After the contract for carriage of goods has been concluded between the Client and Kühne+Nagel AS, the Client can cancel the contract (cancel the order) by sending in a format that can be reproduced in writing a notice of cancellation to Kühne+Nagel AS no later than 48 hours before the scheduled loading of the goods.

If the Client sends the order cancellation notice at least 7 24-hour days before the scheduled loading of the goods, Kühne+Nagel AS does not have the right to require the Client to pay a contractual penalty (cancellation fee).

If the Client sends the order cancellation notice at least 6-3 24-hour days before the scheduled loading of the goods, Kühne+Nagel AS has the right to require the Client to pay a contractual penalty of 250 Euros for each container booked for the Client.

The payment of the above-mentioned contractual penalties shall be deemed to cover the expenses incurred by Kühne+Nagel AS in preparing to fulfil the order.

It is not possible to cancel the order less than 48 hours before the scheduled loading of the goods. When the order cancellation notice is sent less than 48 hours before the scheduled loading of the goods, the Client has to pay 100% of the price given in the quotation.

7 DELIVERY PERIOD

The delivery period specified in the quotation is provisional, applies to sea transportation from one port to another and does not include the time needed for customs clearance, handling of the goods, collection of the consignment and its delivery to the recipient.

8 CARGO

The Client is obliged to ensure that the cargo is properly packed, fastened and labelled unless agreed otherwise. The goods should be packed and fastened in a way suitable for carriage by sea. The damage caused by inappropriate packaging shall not be reimbursed by Kühne+Nagel AS.

The Client is responsible for loading and unloading of the goods. The Client shall also pay all the loading-related expenses and reimburse for any damage caused.

9 PAYMENT

The payment shall be made in accordance with the quotation, the actual volume, weight, etc. of the cargo and the cooperation agreement entered into between Kühne+Nagel AS and the Client.

In the absence of a cooperation agreement the transportation invoice shall be paid in advance or in compliance with the credit conditions agreed.

Kühne+Nagel AS has the right to place a lien on the cargo if the Client has failed to pay the invoices issued for the services provided by Kühne+Nagel AS. If a lien is placed the Client has to reimburse the corresponding expenses.

Any complaints relating to the fulfilment of orders and the invoices issued should be made to Kühne+Nagel AS in a format that can be reproduced in writing no later than within 7 calendar days of the day on which the invoice was issued. Subsequent complaints will not be considered.

The making of a claim within the time limit stipulated provides no exemption from the obligation to pay the invoice on time.

In the event of late payment the Client undertakes to pay a delay penalty of 0,1% of the amount overdue for each day of delay until the invoice is paid in full unless otherwise provided in the contract entered into between the Client and Kühne+Nagel AS.

10 NOTIFICATION OF DAMAGE AND LIABILITY

The damage caused to the goods in the course of fulfilling the transportation order should be detailed by the Client in the accompanying document or in a separate report. The accompanying document or the report should be immediately sent to Kühne+Nagel AS via email at info.tallinn@kuehne-nagel.com

If the goods have been damaged or partially lost and the Client fails to notice that when accepting the goods, the Client should within 7 days send a corresponding report via email at info.tallinn@kuehne-nagel.com

Kühne+Nagel AS's liability in the case of damaged or lost goods is limited in accordance with the relevant legislation and amounts to a maximum of 2 SDR per kilo of the gross weight. In order to be reimbursed in full for damage or loss it is recommended to take out insurance with an insurance company.

11 TRADE CONTROL

Client warrants that (a) Client and its owners as well as all parties to Client's shipments and transactions, including their respective owners, and (b) Client's transactions for which Kühne+Nagel AS 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.

Client shall supply Kühne+Nagel AS, 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 ("Client Data") necessary for Kühne+Nagel AS to provide the services in accordance with applicable laws and regulations.

Client warrants that the Client Data is complete and accurate. Client shall immediately advise Kühne+Nagel AS of any errors, discrepancies, incorrect statements or omissions in Client Data filed by Kühne+Nagel AS on Client's behalf with Customs and other authorities or third parties.

Client acknowledges that Kühne+Nagel AS is not the Exporter of Record, Importer of Record, Fiscal Representative, Ultimate Consignee or End-User and that Kühne+Nagel AS is unable to sign government forms on behalf of such parties.

Client shall indemnify and hold harmless Kühne+Nagel AS and all Kühne+Nagel AS affiliates from all claims, expenses, losses, penalties and damages, including

reasonable attorneys' fees, arising from or in connection with Client's failure to comply with obligations in this clause.

12IMPLEMENTING PROVISIONS

In issues not covered by these general terms, the quotation and the contract entered into between the parties, the latter shall be guided by the General Terms and Conditions of the Estonian Logistics and Freight Forwarding Association.