

## GENERAL CONDITIONS

Services provided by DB SCHENKER shall be governed by the following general conditions:

### **1.SHIPMENTS**

1.1. The operations of DB SCHENKER are conducted on the basis of the "FIATA'S STANDARDS APPLICABLE to FREIGHT FORWARDING SERVICES", which the CONTRACTOR declares acknowledgement. Rates are not valid for dangerous good, perishable foodstuffs, oversized and overweight cargo, as well as electronic goods, garments, appliances and restored cargo, subject to inventory in the port, unless clearly specified in the business proposal of DB SCHENKER. Rates does not include value added services, such as, but no limited to loading, unloading, lashing, packing, fumigation, escort, licenses and certificates.

1.2. Rates and description of the goods shall be made on the basis of information received from the supplier or customers of the CONTRACTOR/or as described in the commercial invoice.

1.3. It is guaranteed to DB SCHENKER the liberality to select the route, according to space availabilities and bookings guaranteed on its behalf, unless another condition is stipulated in advance. Moreover, freight service is furthermore subject to the availability of schedules, contracted carrier service conditions and restrictions as well as changes without prior notice on the part of the operator.

1.4. The shipping instruction, as well as the acceptance of the commercial conditions proposed shall be sent to DB SCHENKER by the CONTRACTOR obligatorily before each shipment.

1.5. It is mandatory that the CONTRACTOR informs its supplier and/or customer about the formal indication of DB SCHENKER as its forwarding agent, for the rate offered by DB SCHENKER to be applied according to the negotiations between the contracting parties in Brazil.

1.6. The cargoes of perishable nature may only be made available to DB SCHENKER upon confirmation of booking on the carrier vehicle and date for the transportation. The integrity of the cargoes of perishable nature sent out of the condition herein described will not be under the responsibility of DB SCHENKER.

1.7. All transit time, collection date, departure days and sailing schedules are based on current schedules and are subject to changes and/or port or airport congestions and/or climatic conditions.

1.8. DB SCHENKER will be free to attend service deadlines that will be discontinued or suspended by subcontracted third parties.

1.9. COVID-19 disclaimer: The crisis caused by coronavirus pandemic ("COVID-19") has extraordinarily affected the current space demand on the airlines, shipping companies and other carriers, terminals and airports leading a crisis capacity situation in the freight market. As a result of the crisis the quotations and reserves might suffer alterations in deadlines, routes and fees, whether they were presented before or during the crisis. Therefore, we reserve the right to adjust our quotations exceptionally in case of unpredictable events caused or related by the pandemic COVID-19 and delays and/or incapacity on the demand will not be considered default or breach of contract.

### **2.AIR FREIGHT**

2.1. Collect shipments will be subject to Collect Fee and will be invoiced in local currency BRL, by using the Brazilian Central Bank opening exchange rate of the day of the invoice plus 5% (five percent).

2.2. All air freight import and export shipments are subject to customs control and are checked into public customs warehouses at airport of departure/arrival. Customs clearance procedures follow local legislation.. Weight discrepancies of 5% or more, labeling discrepancies and document inconsistencies may lead to delays in the customs process and possible missing delivery or

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departure deadlines. DB SCHENKER is not responsible for inconsistencies generated by the CONTRACTOR and/or third party brokers.

2.3. DB SCHENKER shall not be liable for delays on account of Customs Officials or regulatory agencies exercising their prerogative to inspect cargo and/or documents where additional documents other than standard invoice, packing list and Airwaybill may be requested to assist in the clearance process.

2.4 EXPORT shipments are checked into the public warehouse at airports upon presentation of an issued Airwaybill. Transfer of shipment from one airline to another is subject to a renewed customs clearance procedure and acceptance by both involved airlines. Transferred shipments will also be subject to rate review. DB SCHENKER is not liable to increased storage and airfreight rates owing to transfer procedures. DB SCHENKER is obliged to uplift under the offered service, rate and conditions of the intended first carrier.

2.5 In the air transport, as recommended by IATA or airline company, freight rate will be applied to the taxable weight, which is the highest value of gross weight, weight volume (1: 6), minimum breakpoint or "pivot" weight or per "position" according to loading plan. In the air transport, a volume of 1m<sup>3</sup> is equivalent to 166.67 Kg.

2.6. The offer and execution of air freight service is conditioned on the availability of the service by the carrier, according to the following terms:

"STD - STA" - "Scheduled Time of Departure / Arrival" - are the dates and times of the flight as published by the company. operational planning;

"ETD - ETA" - "Estimated Time of Departure / Arrival" - are the scheduled dates and times of operation of the flights, according to reservation of requested space next to a commercial service published by the airline; The loading on the estimated flight will be subject to the flight and the availability of weight for operational reasons, air traffic, climatic conditions, safety, product priorities of the company or other factors that may modify or prevent the planned operation. Different levels of service and corresponding charging practiced imply in priority of shipment and not necessarily in guarantee of shipment;

"ATD - ATA" - "Actual Time of Departure / Arrival" - are the actual dates and times of operation.

2.7. These general conditions do not apply to charter flights, in which case the conditions will be agreed in a specific agreement to be concluded between the Parties.

### **3.OCEAN FREIGHT**

3.1. This quotation contains ocean freight services which are based on the tariff or freight and other charges (as the case may be) of the NVOCC SCHENKER ocean Ltd and will be provided strictly on the terms, conditions, exceptions, limitations and liberties of carriage expressively set out or referenced in the Bill of Lading form of SCHENKER ocean Ltd. It is mutually agreed that these terms, conditions, exceptions, limitations and liberties are subject to the laws of Hong Kong and that the jurisdiction for any claims or disputes against SCHENKER ocean Ltd under or in connection with the Bill of Lading is Hong Kong.

3.2. The quotation does not consider the extra costs resulting from the transportation of High Value goods (above USD 250,000.00 per container). If there is no information about cargo value at the time of the quotation, and later is found that the cargo value per container exceeds USD 250,000.00, there may be the application of penalties and extra costs resulting from the high cost of the goods being transported.

3.3. BL fee, ISPS, THC, drop off, cleaning fee and additional Carrier's fees are subjected to Shipping Line fluctuation. Its variation will automatically be passed through.

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3.4. Brazil container weighing and positioning are not included and will be subject to additional charges upon terminal assigned by SteamShip Lines.

3.5. If Customer decides for cargo removal through DTA-Patio, than Customer and/or its legal representative shall previously request it in a formal way, within 5 working days prior to cargo arrival.

3.6. FCL and LCL Rates: this offer is provided on the basis of the number of specified containers estimated by customer in the RFQ. Customer recognizes that significant variances in these numbers may lead to increased DB SCHENKER costs. Increased volumes may require shipments to be booked at higher costs and lower volumes may cause DB SCHENKER to pay carriers for space booked but not used. Therefore, customer agrees that a variance of 5% or more in expected number of containers/cbm shall entitle DB SCHENKER to review the rates and/or refuse to ship extra cargoes.

3.7. When applicable, there will be additional charge of VAT, current rate, for the tariffs of "EXW" shipments to Brazil and DAP and DDP export to destinations whose laws of the country so determines.

3.8. The number of HBLs required for consolidation must be informed by the Customer when sending the shipping instruction or stuffing plan, so that any request for split HBLs after the issuance of the Bill of Lading will result in the application of an additional fee "OSBL- Split B / L Fee" in the amount of USD 195.00 per split request.

3.9. DEMURRAGE: For billing purposes, daily container / per diem, the collection period will begin at the vessel unloading, respecting the free time described below. In cases of FCL (Full Container Load) shipments, must be strictly observed the deadlines for the return of container(s) used, which must occur within the period of free time. Occurring delay in return of the container(s), the CONTRACTOR shall be subject to incidence of daily collection – Demurrage – directly by DB SCHENKER, according to the following amounts, for payment within 7 days from the issuance of invoice date: 1) Standard container 20' dry box - free time 5 days, 6<sup>o</sup> to 10<sup>o</sup> day US\$ 50,00, after that (until delivery) US\$ 140,00; 2) Standard container 40' dry box – free time 5 days, 5<sup>o</sup> to 10<sup>o</sup> day US\$ 85,00, after that (until delivery) US\$ 250,00 day; 3) Standard container 40' high cube - free time 5 days, 5<sup>o</sup> to 10<sup>o</sup> day US\$ 85,00, after that (until delivery) US\$ 250,00 day; 4) Special 20' – free time 5 days, 6<sup>o</sup> to 10<sup>o</sup> day US\$ 75,00, after that (until delivery) US\$ 190,00; 5) Special 40' – free time 5 days, 6<sup>o</sup> to 10<sup>o</sup> day US\$ 125,00, after that (until delivery) US\$ 355,00; 6) 20'reefer – free time 2 days, 3<sup>o</sup> to 7<sup>o</sup> day US\$ 194,00, after that (until delivery) US\$ 281,00; 7) 40'reefer – free time 2 days, 3<sup>o</sup> to 7<sup>o</sup> day US\$ 388,00, after that (until delivery) US\$ 565,00; 8) Dangerous Cargo 20' – free time 5 days, 6<sup>o</sup> to 10<sup>o</sup> day US\$ 75,00, after that (until delivery) US\$192,00; 9) Dangerous Cargo 40' – free time 5 days, 6<sup>o</sup> to 10<sup>o</sup> day US\$ 125,00, after that (until delivery) US\$ 357,00;

3.10. In the ocean freight 1 m3 is equivalent to 1 ton.

### **4. LAND TRANSPORTATION**

4.1. Brazil pickup and delivery rates are subject to *ad valorem* to cover mandatory insurance (RCTR - C and RCF - DC) and GRIS (Risk Management) up to the limit of the insurance policy and are subject to standards risk management program conditions. In this sense, expenses with tracking vehicle and the use of escort will be automatically passed on to the CONTRACTOR whenever the insurer requires.

4.2. The following expenses are not included in our proposal and will be automatically passed on whenever occur: loading and unloading operation, manual or mechanized, overnight, daily vehicle, stagnant hours after free time, delivery outside of business hours, weekends or holidays, urgent delivery, exclusive delivery, IMO cargo , overweight or dimensions, subject to the ANVISA control, insurance for container, toll, the use of special equipment such as munck , platform and refrigerated truck, customs transit transport and taxes, ICMS and ISS.

4.3. Rates offered considered maximum payload per CTCR for FCL transportation is 25 ton (gross weight including tare).

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4.4. In the land transport 1 m<sup>3</sup> is equivalent to 300 kilos.

### **5.CUSTOMS CLEARANCE**

5.1. The clearance service offered on our proposal is valid for standard process at port/airport (not at bonded warehousing) up to 5 harmonized codes, and if Shipper/consignee confirm to DB SCHENKER the Power of Attorney. It is not included documents, physical inspections, licenses, duties and taxes.

5.2. Systems EDI developments are not included in this offer and shall be mutually agreed.

5.3. The Customer will be responsible for sending to DB SCHENKER the specific instructions for each shipment informing it in an adequate time to elaboration and obtain the consent from the Intervient Organization related to shipments from abroad (Consent when necessary). The Customer shall also ensure the authenticity and appropriateness of the documents and information provided to DB SCHENKER in an adequate time to execute the clearance.

5.4. The Customer shall provide to DB SCHENKER the description of the goods and also NCM of all its products and tax classification. In addition to the database of the classification, the Customer shall also be responsible for determining the use of some tax benefit when applicable, tax incentives and / or other, applicable to import and export clearance processes, assuming full responsibility for any errors arising from this instruction.

### **6.PRICES. EXPENSES. TAXES. BILLING AND PAYMENT TERM:**

6.1. DB SCHENKER, in the position of transport and logistics company and acting as international freight forwarding manages and coordinates the handling of cargoes using third party subcontractors, such as, but not limited to, shipping companies, airlines, trucking companies, warehouses and others. In this sense, all costs incurred with outsourced services will be fully transferred to the CONTRACTOR.

6.2. Rates are subject to changes imposed by airlines, steamship lines, carriers and trucking companies, which, if they occur, will be fully charged without previous notice. Rates do not include storage fee in ports and airports (primary customs zone) and bonded warehouse fee (secondary customs zone) and will be added of such costs.

6.3. Local service rate will be added to PIS, COFINS and ISS, in their existing percentages to be paid in Brazil. IOF 0,38%over the import collect freight and DDP services on export, due at currency exchange transactions will also be charged.

6.4 The total amount of the reimbursement on the retention of the income tax value for the air and sea freight collect and all the services performed in countries considered "Tax havens" will be due by the contractor, under the Normative Instruction IN 1037/2010, the corresponding to 25% in accordance with Decree Law 3000/99 article 685, II. To calculate the reimbursement, being DB SCHENKER the payer, and therefore, the assuming that this taxes are due, the value submitted will the considered net, being charged the contractor 33.33% of the total value of remittances accordingly with Decree Law 3000/99 article 725. If the onset of the aforementioned legal provisions involving into new or different taxes, these will automatically be passed on.

6.5. If the creation and/or increase of new taxes imposed provision of the services, and/or that impact on their cost, they will be passed on the CONTRACTOR fully and automatically.

6.6. SURCHARGES: All surcharges incurred by DB SCHENKER, as well as their adjustments, will be fully and automatically charged against CONTRACTOR, such as, but not limited to, BAF/EFAF/EBAF GRI, PSS, Security fee and Fuel surcharge.

6.6.1. For Air freight, fuel surcharge is not allowed to be charged separately from the airfreight weight charge. The fuel cost is

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therefore included in the basic rates and subject to fluctuation. Air freight rates are therefore valid for 15 days.

6.6.2. For Air freight, security Surcharges is not applicable in Brazil and its introduction may be determined by local legislation.

6.7. Payment Term: Unless otherwise agreed, payment term shall be due cash on delivery in the date of the issuance of the invoice.

6.8. VGM (Verified Gross Mass) Administration Charges are not included in our offer and will be billed at USD 25/container on FCL moves and USD 15/HBL on LCL moves.

6.9. All the expenses related to international service, including freight, demurrage and others will be charge upon submission of billing document issued in local currency (Real). The value is converted from the foreign currency in question, by using the Brazilian Central Bank opening exchange rate of day of issuance of the invoice plus 5% (five percent) for all currencies. Payment must occur by bank transfer.

6.10. Unless otherwise expressly specified, payments not received within the due date shall incur interest of one percent (1%) per month pro rata die, on top of a non-compensatory fine of two percent (2%) over the amount in arrears, without prejudice to legal fees and court costs arising from judicial and / or extrajudicial collections of delayed payments.

### **7.INSURANCE:**

7.1. Our prices do not include insurance, which means, in case off loss or damage, the liability of DB SCHENKER is limited to the terms and provisions contained in item 8 below.

7.2. In case of interest, DB SCHENKER may provide a customized insurance kept through a partnership with AIG Seguros upon request in writing and prior to boarding, in addition to the payment of ad valorem duty at the cost of 0,171% on the value of import shipments and 0,21375% on the value of export shipments, with a minimum price of US \$ 25.00 in both models, for collection in reais on the day of invoicing.

shall be exempt from any liability for any claim in case the client has not paid the insurance premium within the term established in the policy.

7.3. In case of loss and damage, a deductible of 2% (two percent) of the total insured amount will be charged, with a minimum of USD 25.00 per claim.

7.4. According to Brazilian legislation, in case the customer does not pay the due ad valorem, neither DB SCHENKER or Insurance Company can be held responsible for any claim.

7.5. DB SCHENKER do not provide insurance for: perishable cargoes, arts, antiques, jewelry, bank titles, valuable documents, precious metals, hazardous cargoes, live animals, tobacco, bulk load, personal effects.

### **8.LIMITATIONS OF LIABILITY:**

8.1. In case the value of the goods is not declared in the Bill of lading and there is no payment of ad valorem by CONTRACTOR, the liability of DB SCHENKER by loss or damage of the goods shall be limited to the following terms:

(a)Damage occurring during carriage, including loss: in accordance with the provisions of the Warsaw and Montreal Conventions, the value of any compensation shall not exceed SDR22 per kilo.

(b)Damages incurred during the ocean transportation, including loss: in accordance with the provisions of the Hague-Visby Rules, SDR 666,67 per volume or shipping unit, or SDR 2,00 per kilo of gross weight, whichever is less.

(c)Loss or damage occurring during land transportation in Brazil: limited to the value of the cargo declared in the land transport bill of lading, as long as payment of ad valorem fee is provided.

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(d) Loss or damage occurring during the transport in different modal of mentioned in subparagraphs (a), (b) and (c) above: limited to the exact terms of the respective subcontractors.

(e) Loss and damages in customs clearance services: limited to the value of the service of customs brokerage agreed between DB SCHENKER and CONTRACTOR, and if it is proven the direct responsibility of DB SCHENKER.

8.2. UNDER NO CIRCUMSTANCE DB SCHENKER SHALL BE HELD LIABLE FOR INDIRECT OR INCIDENTAL DAMAGES SUCH AS, AMONG OTHERS, LOSS OF BUSINESS INCOME, LOSS OF MARKET SHARE, STOP OF PRODUCTION LINE, LOSS OF BUSINESS, LOSS OF GOODWILL, PENALTIES OR FINES, ADMINISTRATION COSTS AND EXPENSES IN PROVIDING OR ENSURING REPLACEMENT REVENUES OR SUBSTITUTE SERVICE PROVIDER, REGARDLESS THE CAUSE.

8.3. Transit time is estimated and may change according to convenience, availability and need of subcontracted transporters. In this sense, will not be accepted by DB SCHENKER in liability of any kind for any damages or losses, whether direct or indirect, caused by delays or deviations, whatever the cause thereof.

8.4. Penalty clauses will not be applied without previous signed agreement.

8.5. In the event of openings of Claims against DB SCHENKER, for eventual discussion of liability of this, previously must occur the payment of the freight. The possible of opening Claims against DB SCHENKER or claim of values, does not exempt the payment of the freight.

### **9. COMPLIANCE:**

9.1. DB SCHENKER has its own Ethics Code of Conduct which is geared closely to the specifications of the UN Global Compact as well as in our internal guidelines. In addition to the Ethics Code of Conduct and internal guidelines, DB SCHENKER has implemented its own comprehensive Compliance Management System. This includes i.a. Compliance Policies and Guidelines, Whistleblowing Management, Global Compliance Management, Risk Analysis, Communication and Training. If necessary and under request those documents can be shared.

9.2. Without prejudice to the other obligations assumed, the Customer and DB SCHENKER declare and guarantee that, directly and / or through any representative, agent, employee or agent:

- a) They may not offer, give or undertake to give, directly or indirectly, any payment, donation, compensation, financial advantages or benefits of any kind to the Public Agent and / or a third party related to it, or to perform any action constituting illegal practice or corruption.
- b) They will perform the obligations contained in this General Conditions in an ethical manner and in accordance with applicable laws, including, but not limited to, laws and regulations prohibiting commercial bribery, improper payments to public officials and money laundering, ("FCPA"), the UK Bribery Act 2010, the guidelines outlined by The Organization for Economic Co-operation and Development (OECD) and the Anti-Corruption Act No. 12,846, August 1, 2013.
- c) In case of breach or suspected breach of this clause by any of the Parties (Customer or DB SCHENKER) shall be characterized as a breach of contract, permitting the immediate termination of this Agreement, without prejudice to the collection of fines, indemnities or other amounts due by the Party causing it and due to default.

9.3. In the event of the service provided in this proposal or any parts there of contemplated be considered to be prohibited in whole or in part, under the interpretation of any laws or regulations, including, but not limited to US laws and / or national laws, including laws and regulations relating to the fight against terrorism and embargoes, is hereby granted to DB SCHENKER, at any

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time and its sole discretion, the right to cancel part or all services, without notice and without incurring any responsibility to the contractor at all.

### CONNECT 4.0 – ONLINE QUOTATION AND PRE-BOOKING TOOL (AIR AND SEA TRANSPORT)

- All quotations and reservations made through Connect 4.0 (connect 4.0 Online Reservation Tool | DB Schenker) will be governed by the General Conditions in force, by the Terms and Conditions of the platform itself and by the Data Privacy Terms, all available on the DB SCHENKER website.
- The Connect 4.0 toll allows access to the online quote and pre-booking system for transport services and ancillary services related to transport, eg. insurance brokerage for this transport, customs clearance services and others.
- The performance of the services as reserved/quoted in the system will be subject to the capacity of DB Schenker and the third parties involved (shipowners, airlines, etc.). This also applies to price specifications, pick-up and delivery times and locations, and duration of transport.

We thank for the interest by DB SCHENKER and are at your disposal for any further clarifications.

Sincerely

**SCHENKER DO BRASIL TRANSPORTES INTERNACIONAIS LTDA.**

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