

OFFER CONDITIONS OF SCHENKER LUXEMBURG GMBH RELATING TO AIR / OCEAN FREIGHT / LAND

The following Contractual Terms and Conditions shall apply to all individual contracts for the provision of air, ocean freight and land transport and any associated services to be concluded between Schenker Luxembourg GmbH and the customer. Schenker Luxembourg GmbH is not obligated to conclude any individual agreements. An agreement on the provision of a specific individual transport - irrespective of how many containers/ packages it includes - shall only be concluded with Schenker Luxembourg GmbH's written confirmation or the acceptance of the consignment for transportation.

Insofar as individual contracts are concluded, the following Contractual Terms and Conditions shall apply:

General Terms and Conditions

- 1) Any individual contract entered into on the basis of this offer shall be governed exclusively by these Terms and Conditions. General terms and conditions of the customer shall not become part of the contract even if we have not expressly objected to their application.
- 2) The offer is intended only for the customer to whom it is addressed. The offer shall be treated as confidential and may only be disclosed to third parties with our express consent in writing.
- 3) Our offer is based on the acceptance of non-hazardous "merchandise" (within the meaning of the applicable regulations on hazardous goods) that has been packed and labeled accordingly by the customer for safe transportation as part of a consolidated consignment by road, ocean or air. Our offer assumes that access to and use of traffic routes is unhindered, the necessary loading space is available and the consignment is booked (release and shipping management respectively) by Schenker Luxembourg GmbH.
- 4) We point out expressly that the observance of the approximate periods of delivery stated in the offer is based on information of the shipping company/carrier and cannot be influenced by Schenker Luxembourg GmbH. All dates and periods and other service details (e.g. equipment availability) stated orally or in writing in the course of the order-processing are to be regarded as an indication and shall be non-binding. Schenker Luxembourg GmbH shall not be liable if the stated dates of delivery and approximate periods of delivery are exceeded. Schenker Luxembourg GmbH shall also not be liable for any possible delays at the airport/port of departure/place of pick up, at the airport/port of destination/place of delivery or cargo closing times during the transportation as well as for changes of the day of departure or the closing times for cargo.
- 5) Unless mandatory statutory provisions or circumstances pertaining to item 4) apply, Schenker shall operate exclusively on the basis of the *Belgian Freight Forwarding Standard Trading Conditions* in the respective current version. The full text of these conditions is available under the following link:

[Belgian Freight Forwarders - Standard Trading Conditions](#)

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 SCHENKERocean Ltd and will be provided strictly on the terms, conditions, exceptions, limitations and liberties of carriage expressly set out or referenced in the Bill of Lading of SCHENKERocean 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 SCHENKERocean Ltd under or in connection with the Bill of Lading is Hong Kong.

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- 6) Note on particularly valuable merchandise or merchandise at risk of theft
In case of valuable or Theft-Sensitive Goods, the Principal must inform the Freight Forwarder in text regarding the type and value of the goods and the current risks involved to enable the Freight Forwarder to assess the acceptance of the order or take appropriate measures for the safe and damage-free completion of said order. In case of acceptance of the order, the Freight Forwarder is obliged to undertake appropriate safety measures for protecting the goods.
The merchandise is treated as valuable of theft-sensitive only when the actual value of the merchandise exceeds USD 1.000/kg. Schenker Luxembourg GmbH shall treat merchandise with a value below this threshold as common shipping goods.
- 7) Transport and/or warehouse insurance cover at the customer's expense shall be arranged by Schenker Luxembourg GmbH only if expressly instructed in writing/electronically by the customer.
- 8) The party affected by an event of force majeure shall not be liable for any delay or impossibility of performance caused thereby. For the purposes of this document, force majeure means all inevitable events or events that, even if foreseeable, lie outside the direct influence of the affected party and whose consequences for the performance of the contract cannot be prevented by reasonable efforts of the affected party.
- 9) Schenker Luxembourg GmbH shall be free to choose its subcontractors.
- 10) Changes in size, weight, measurement, change of pick-up or delivery address of the consignment may affect the quoted charges.
- 11) The customer agrees to indemnify Schenker Luxembourg for any and all fines, penalties, losses, damages and costs that Schenker Luxembourg or a third party may incur or suffer, which arise from or are caused by late, incomplete or inaccurate information provided by the clients.
- 12) Returns of empty containers to the port at the appointed shipping company's instruction shall be at the expense of the person paying the freight charges.
- 13) Unless otherwise stipulated in the offer, all shipments are exclusive of customs clearance, customs duties/taxes and examination fees; Schenker Luxembourg GmbH is happy to submit an offer for customs clearance on request.
- 14) Information on customs tariffs given by our employees is generally without obligation and subject to confirmation. This does not release the customer or an authorized agent of the customer from checking the customs tariff number.
- 15) The offer shall only be valid for the payment of the freight charges in Luxembourg and if the order is placed with Schenker Luxembourg GmbH.
- 16) Should one or several provisions of this document be invalid or unenforceable, the validity of the remaining provisions of this document shall not be affected by this. The same shall apply in the event of gaps and omissions.
- 17) Amendments or additions to this contract require the written form in order to be valid. This also applies to a possible waiver of this requirement for the written form. No additional verbal agreements have been made.

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- 18) The exclusive place of jurisdiction shall be the registered office of the branch where the order was placed. The above provision shall only apply to the extent that no additional places of jurisdiction are prescribed by mandatory international law. Luxembourgish law shall apply.
- 19) Unless expressly agreed otherwise, offers and invoices for our services are exclusively in EURO. Should conversion into another and/or from another currency than EURO be required, this shall be carried out, in the case of ocean transport, on the basis of the exchange rate as displayed on the Thomson Reuters website (<https://de.reuters.com/finance/currencies>). This exchange rate will always be increased with a surcharge of 4% to cover possible exchange rate differences that Schenker *ocean* might suffer. The exchange rate that will be used shall be the following:
- For import: the rate that is valid seven days before scheduled ship's arrival.
 - For export: the rate that is valid seven days before scheduled ship's departure.
- Shipments via air transport will be converted and/or settled on the basis of either our in-house exchange rate or the daily exchange rate. IATA direct shipments will be converted and/or settled in EURO according to the IATA rate, unless the customer produces a written agreement that states otherwise. We expressly reserve the right to freely select the exchange rates and/or tariffs to be applied.
- 20) Unless otherwise agreed, the amounts or fees charged by Schenker Luxembourg GmbH shall be payable without any deduction within 30 days from the date of invoice.
VAT + Duties are payable immediately and will be charged at cost.
- 21) All prices indicated above are net prices exclusive of the respective statutory value added tax applicable in Luxembourg, where required.
- 22) Should a service of Schenker Luxembourg GmbH under this contract violate the laws of the European Union, the United Nations, The USA or of individual countries which have been adopted in the fight against terrorism or which impose trade restrictions, such as embargoes, Schenker Luxembourg GmbH shall be entitled at any time to discontinue the performance of services and to terminate the order in this respect without notice and without this giving rise to any liability claims. Additionally, Schenker Luxembourg reserves the right to cease the transportation of a shipment after acceptance at any time when a shipment could possibly cause damage to or delay other shipments, equipment or personnel. Any costs that may arise, will be charged to the customer.
- 23) Schenker Luxembourg GmbH shall not be liable for any delay or failure in the performance of any services, if and to the extent that such delay or failure is caused by any event of force majeure, including but not limited to any Act of God, natural disaster, adverse weather conditions, disease, epidemic, plague, quarantine restrictions, war, terrorism, riot, civil commotion, strike, industrial action, trade or economic sanctions, or any other circumstances beyond its reasonable control. In addition, surcharges may be levied without notice by carriers in the event of force majeure, and Schenker Luxembourg GmbH reserves the right to pass on such surcharges to CUSTOMER at its sole discretion.

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Special Provisions for Ocean Transport

The listed additional fees, port dues and public charges (e.g. road charges, BAF, CAF) are based on the rate at the time the order is placed. They shall remain subject to confirmation until the day of shipment and are invoiced as "VATOS" (valid at time of shipment). If additional fees, dues and/or public charges are imposed by the shipping company or other third parties up until the shipment (=B/L date) or during the transport, they shall be invoiced additionally by Schenker Luxembourg GmbH. Schenker Luxembourg GmbH shall inform the customer of any changed or additional fees/dues as promptly as possible. Such changes shall not entitle the customer to withdraw from this contract or the respective individual contract.

If empty containers are provided for loading in accordance with the order ("shipper's load, stowage and count", they must be inspected for external intactness and fitness for loading, in particular for odor contamination, immediately after delivery. Schenker Luxembourg GmbH must be informed immediately in writing/electronically about any possible objections. If no such notification is provided, Schenker Luxembourg GmbH shall not be liable for any possible damage to goods upon loading resulting from existing defects of the container.

Unless otherwise agreed, the customer shall report the VGM (Verified Gross Mass) of the loaded container or single shipment to be transported in good time prior to creating the stowage plan in the required format in accordance with SOLAS regulations and IMO guidelines (in particular MSC.1/Circular 1475) and the weighing methods set out therein, or shall ensure that this obligation is carried out on its behalf by a third party. Schenker expressly informs the customer that the containers or single shipments may be excluded from transport if the required information is not provided on time or incorrect. Any costs and consequences incurred as a result of this exclusion must be borne by the customer. Schenker Luxembourg is legally not responsible for verifying the VGM information which has been provided.

- 1) The chargeable weight for ocean freight transport shall be assumed to be 1.000 kg/cbm with a minimum of 1 cbm.
- 2) The shipper is responsible for packing the goods seaworthy and to ensure that the packing material measures up to the ISPM-15 regulations (fumigation). The shipper is responsible for any costs and consequences that might result from non-compliance with ISPM-15 regulations. Unless otherwise stated, fumigation is not included in our offer and any costs for fumigation are payable by the client.
- 3) LCL rates are only valid for stackable (unless otherwise stated) and seaworthy packed goods. If the goods do not meet the requirements, Schenker Luxembourg cannot be held responsible for any costs and consequences resulting from this.
LCL rates are not valid for oversized (> L 5.80m x W 2.25m x H 2.25m) and overweight cargo (> 3 tons per piece and 7 tons per shipment).

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- 4) If additional fees, dues and/or public charges are imposed by the shipping company or other third parties up until the shipment (=B/L date) or during the transport, they shall be invoiced to the customer additionally by Schenker Luxembourg GmbH according to the expenditure/disbursement. The same shall apply to fees, dues and/or public charges imposed after transport by the shipping company or other third parties in connection with the transport. Fees, dues and/or public charges are in particular the following items:
- High tide/low tide supplements
 - Demurrage/detention
 - Times/costs for demurrage and costs due to idle time
 - Any costs incurred for the fumigation and/or degasification of containers
 - Costs for phytosanitary clearance (examination of plants etc.)
 - Storage costs
 - Costs for the customs examination, scanning, inspection
 - Multi-stops (additional, unscheduled stops)
 - Assignment fees
 - Delivery order fees
- 5) Unless it has been expressly stipulated in their offer, Schenker Luxembourg GmbH shall not be obliged to transport special cargo. Special cargo includes, in particular, but not exclusively, the following types of consignment:
- Oversize/Overweight cargo
 - Hazardous material
 - Temperature controlled consignments
 - Perishables and food
 - Valuable shipments as defined in point 6) of the General terms and conditions
 - Fairs and exhibition goods
 - Personal effects
 - Other consignments which are subject to special handling requirements/guidelines/regulations
- Schenker Luxembourg GmbH has no inspection obligation with respect to a freight forwarding exclusion. Schenker Luxembourg GmbH shall be entitled to refuse transfer or further transportation if there is reason to believe that the consignment is excluded from the freight forwarding under this section.
- 6) IMO cargo is only accepted after approval of the shipping line based on the MSDS documents provided by the shipper before delivery of the goods. The shipper is responsible for complying with the various regulations (ADR, IMDG) and responsible for the correct documentation, packing and labeling of the goods/container(s).
- 7) Costs for transfer and cancellation of consignments/containers which are already dispatched shall be borne by the customer.
- 8) It shall be assumed that emptied containers are returned swept clean and in the same condition as prior to the shipment (that means no residues, packing debris or any other dirt, no nails on/in the floor, no rests of lashing/dunnage materials, no IMCO or any other labels are left in the container). Any possible costs for cleaning and/or repairs shall be borne by the customer.

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- 9) The provision and/or return costs shall apply from/to the appointed shipping company's nearest storage for empty containers. Any possible pick-up or drop-off costs are not included in the offer and shall be calculated and invoiced according to the disbursement.

The availability and the acceptance of empty containers in the inland container depot are not guaranteed and shall depend on the acceptance by the appointed shipping company.

- 10) Additional surcharges, costs etc., imposed by shipping company for exceeding particular surcharge-free maximum cargo value, are to be reimbursed by the client.

Special provisions for Air Transport

- 1) All our activities are subject to the Warsaw conventions (1929 & 1955) and Montreal Convention (1999).
- 2) The weight/volume ratio, currently 1:6, determined by IATA, shall generally be used as a basis for volume consignments. This corresponds to a minimum freight weight calculation of 166.67 kg per cbm.
- 3) The shipper is responsible for packing the goods airworthy and to ensure that the packing material measures up to the ISPM-15 regulations (fumigation). The shipper is responsible for any costs and consequences that might result from non-compliance with ISPM-15 regulations. Unless otherwise stated, fumigation is not included in our offer and any costs for fumigation are payable by the client.
- 4) DGR cargo is only accepted after approval of Schenker Luxemburg based on the DGD provided by the shipper before delivery of the goods. The shipper is responsible for complying with the various regulations (ADR, IATA-DGR) and responsible for the correct documentation, packing and labeling of the goods.
- 5) Procedure for "UNSECURED" consignments pursuant to EU(VO)300/2008 & EU(VO)185/2010.

Schenker Luxemburg GmbH carries out inspections using X-ray technology. If an inspection using X-ray technology is not possible due to the nature, quality or contents of the freight/goods, Schenker Luxemburg GmbH shall take follow-up action for clarification of any potential risks in the form of a manual search on the consignment concerned (supplemented, if need be, by explosive trace detection). To this purpose, the customer agrees to grant written consent for Schenker Luxemburg GmbH to open the consignment at first request. All costs for inspections and follow-up actions shall be borne by the customer.

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- 6) Unless it has been expressly stipulated in their offer, Schenker Luxemburg GmbH shall not be obliged to transport special cargo. Special cargo includes, in particular, but not exclusively, the following types of consignment:
- Oversize cargo (depending on aircraft)
 - Overweight cargo (depending on aircraft)
 - Hazardous material
 - Temperature controlled consignments
 - Perishables and food
 - Valuable shipments as defined in Section 3.7.6 of the IATA Tact Rules (VAL shipments) with a value of USD 1,000.00 per kg gross-weight or more with the exception of traffic to/from the UK with a goods value limit of GBP 450.00 per kg gross-weight
 - Express consignments
 - Fairs and exhibition goods
 - Personal effects
 - Other consignments which are subject to special handling requirements/guidelines/regulations
- 7) COVID-19/ Russo-Ukrainian War disclaimer

Our submission is based on uninterrupted and largely unchanged freight schedules. Due to the ongoing COVID-19 epidemic and, more recently, the Russo-Ukrainian war, we continue to see delays, cancellations and a severe capacity shortage in the freight markets globally. The situation remains very volatile and beyond our control. As a result, our submitted quotes only take into account the situation of the market at the time of quoting and do not take into account any fluctuations in the market thereafter. Our submitted rates should therefore only be used as an indication of the actual rates. We reserve the right to adjust our rates and accessorial fees (including, without limitation, add-ons and surcharges, e.g. war risk surcharge) unilaterally at a later stage in the event of market fluctuations. Further, during this period, we make no commitment to transit times. Liquidated damages and/or penalties relating to shipment delays will not be accepted. In addition, we reserve the right to reject shipments in the event of cancellations in freight schedules (including but not limited to flight cancellations).

Schenker Luxemburg GmbH has no inspection obligation with respect to a freight forwarding exclusion. Schenker Luxemburg GmbH shall be entitled to refuse transfer or further transportation if there is reason to believe that the consignment is excluded from the freight forwarding under this section.

Special provisions for Air, Ocean and Land Transport

Transportation of Lithium Batteries

As from 1st of January 2020 Schenker will accept UN 3090, UN 3091, UN 3480, UN 3481, UN 3166 (if hybrid) resp. UN 3171 (if lithium battery powered) for transport only if the resp. customer provides Schenker with a copy of the test summary according to the United Nations Manual of Tests and Criteria, Part III, sub-section 38.3, paragraph 38.3.5.

More information:

<http://www.unece.org/fileadmin/DAM/trans/danger/publi/manual/Rev.6/ST-SG-AC10-11-Rev6-Amend1e.pdf>, page 20