

TERMS OF THE OFFER

§ 1

DEFINITIONS

The definitions included in these Terms have the meaning defined below:

Carrier Any person actually performing the carriage of the Goods with his own means of transport (performing Carrier) and any person subject to carrier liability as a result of an express undertaking to assume such liability (contracting Carrier).

Client The owner of the Goods or the entity authorized by him to dispose of the Goods, who sent the Service order and accepted its Terms.

Dangerous Goods Goods which are officially classified as hazardous as well as Goods which are or may become of a dangerous, inflammable, radioactive noxious or damaging nature.

Forwarder ASSTRA Forwarding AG.

GDPR Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Goods Any property including pallets or similar articles of transport or packaging not supplied by the Forwarder.

Offer Document proposed by the Forwarder in order to perform Services for the Client.

Parties Forwarder and Client.

SDR A Special Drawing Right as defined by the International Monetary Fund.

Service order Document delivered by the Client to the Forwarder which specifies the details of the provision of the Services.

Services Services of any kind relating to the carriage, consolidation, storage, handling, packing or distribution of the Goods as well as ancillary and advisory services in connection therewith, including but not limited to customs and fiscal matters, declaring the Goods for official purposes, procuring insurance of the Goods and collecting or procuring payment or documents relating to the Goods.

Terms of the offer These conditions which constitute an integral part of the Offer.

Valuables Securities and documents of any kind; precious metals – unprocessed, in ingots or mint – whose value is at least equal to the value of silver; currency coins of non-precious metals; banknotes; jewelry goods, jewelry watches, genuine pearls, precious stones and other jewelry; objects of art and objects of amateur value with a single value above CHF 20'000; live animals.

§ 2

GENERAL PROVISIONS

- These Terms may be accepted only in the wording specified in their content, without taking into account any reservations and changes. However, upon the consent of both Parties, they may be corrected in the content of individual Service order.
- The Offer and its Terms shall constitute the only agreement between the Forwarder and the Client to the extent specified therein, replacing any prior agreements between the Parties.
- By placing the Service order, the Client accepts all the conditions set out in these Terms.
- The Offer is valid, provided that there is equipment and space available on the vessel/train.
- The Forwarder accepts the container for transportation without checking the cargo and its securing inside the container. Such control may be carried out upon a request and at the expense of the Client.
- The weight limits apply according to the restrictions in the transport law of the transit countries.
- The Forwarder shall carry out his Services according to the Client's instructions as agreed. If the instructions are inaccurate or incomplete or not in accordance with the Offer and the Service order, the Forwarder may at the risk and expense of the Client act as he deems fit.
- Unless otherwise agreed, the Forwarder may without notice to the Client arrange to carry the Goods on or under deck. Unless otherwise agreed, the Forwarder may, upon reasonable efforts to inform the Client, choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the Goods.
- Unless otherwise expressly agreed, the Services does not include the Dangerous Goods of any kind.

§ 3

RATES AND CHARGES

- Applicable Rates and Additional Expenses**
 - The Offer includes only those activities that are specified in it, and the rates for the Services listed therein remain valid only during the period of its validity, unless otherwise stated in its content.
 - The validity period of the rates indicated in the Offer is limited by:
 - Date of departure of the vessel from port (shipped on board) or
 - Date of the container submission at the port / rail terminal (gate in) or
 - In case of delivery by road to the Client – date of loading on the car. The rates are valid until the place of final clearance. Delivery to the first loading point within a radius of 20 km is included in the rate. Additional deliveries are counted as an additional service and invoiced according to a separate tariff.
 - The rates indicated in the Offer do not include:
 - VAT;
 - Customs costs (including customs inspection);
 - Fumigation costs.
 - The Forwarder reserves the right to unilaterally amend any charges with 5 days' written notice to the Client in the following cases:
 - Price change by the Carrier;
 - Occurrence of significant changes in costs beyond the control of the Forwarder.

- The Client acknowledges that the Offer specifies only those costs that are related to the uninterrupted performance of the transportation.

- The Client shall pay additional expenses incurred by the Forwarder in the Client's interests (including but not limited to storage fees, demurrage/detention fees, expenses for loading and unloading, expenses for customs clearance, packing and special handling charges, penalties imposed by the state authorities, costs for customs inspection or scanning, etc.) within 5 (five) days after the receipt of the documentary evidence of the above expenses.

2. Waiting Time Charges

- The time for loading/unloading and customs clearance cannot exceed 2 hours. Demurrage/detention charges will be calculated according to the tariff of the ship-owner or the terminal.
- In case of road transportation of the Goods to/from the port, if otherwise is not indicated in the Offer, the Client will be responsible for demurrage 24 hours after the time at which truck arrives at the place of loading/unloading provided that such arrival is between the hours of 9 AM – 6 PM Monday to Friday, excluding holidays ("Normal Operative Hours"). If the arrival is outside Normal Operative Hours, then normative time for loading/unloading shall be calculated from 9 AM of the nearest working day. Thereafter demurrage shall be charged to the Client at a rate of 150 euro per each started 24 hours of demurrage Saturdays, Sundays and Holidays included, if otherwise is not indicated in the Service order.
- The Client shall resolve all disputes connected with the incompleteness or inaccuracy of the shipping documents with the border and customs authorities of the countries of consignor, consignee and transit of cargo by own efforts and at own expense. Delay of a transport vehicle due to the above reason for a period of more than 24 hours shall be considered as demurrage and invoiced to the Client at a rate of 150 euro per each started 24 hours of demurrage, Saturdays, Sundays and Holidays included.

§ 4

PAYMENT TERMS

- Payment for the Services shall be made via bank transfer from the Client's bank account into the Forwarder's bank account.
- The Client shall pay the Forwarder's services against the Forwarder's invoice sent via email.
- The Client may raise objections to the invoice issued by the Forwarder not later than within 7 days from the date of its receipt. If the Client does not raise any objections within this timeframe, it means that the Client unreservedly accepts the invoice for payment.
- If otherwise is not indicated in the Offer, the Client agrees to pay the Forwarder's invoice within 7 (seven) days of invoice date.
- All bank expenses and money transfer fees shall be borne by the payer.
- The Client shall pay all monies due without any reduction or deferment on account of any claim, counter-claim or set-off.
- The date of payment is the date when the funds are credited to the Forwarder's account.
- The Forwarder will charge interests in case of late payment. The interests charged will be equal to 0.1% of late payment amount. Interests will be levied from the due date of the overdue invoice until payment is made in full.

§ 5

DECLARATIONS OF THE PARTIES

1. The Forwarder declares that he does not have his own rolling stock and that he provides the Services with the use of subcontractors. The Forwarder does not perform transportations directly and cannot be treated as the performing Carrier.
2. The Forwarder declares that all dates specified in the Offer and the Service order are of estimated nature. The Forwarder is not liable for their breach.
3. The Forwarder has the right to lien the Client's Goods in the event of non-payment for the Forwarder's services within the agreed period. If such payment is not made within 60 days from the date of issue of the invoice, the Forwarder is entitled to sell the Goods by tender or by direct agreement and cover from the obtained amount, in the first instance, the debts and due expenses for the Service, interest and other related costs. The Client takes full responsibility for any damage to third parties that may arise as a result of the lien or sale of the Goods in order to reimburse the Forwarder's receivables.

§ 6

PERFORMANCE OF THE SERVICES

1. The shipment will be released only upon presentation of the original (set of originals) of the forwarding bill of lading (FBL or HBL) indicating the recipient as the person having legal rights to the shipment, unless by the decision of the party providing the shipment for transport (shipper from HBL), the Goods may be released without presenting the original (set of originals) of this bill of lading.
2. Containers, which are returned after unloading, must be clean and in the same condition as before shipment. All possible costs for cleaning or repairing of the containers incurred by the Forwarder must be compensated by the Client within 5 days after the receipt of the corresponding written request.
3. If the Forwarder provides empty containers ("shippers load, stow and count"), they must be immediately checked by the Client to determine whether they are in good condition and suitable for loading, especially with regard to the foreign odors. Any reservations as to the condition of the containers shall be reported by the Client to the Forwarder in writing (including electronic form). In the absence of objections, it is considered that the container was delivered in good condition and can be used for transportation. In this case, the Forwarder is not liable for possible damage to the Goods resulting from the container defects existing at the time of loading.

§ 7

LIABILITY OF THE FORWARDER

1. **Basis of liability and exclusions**
 - 1.1. The Forwarder is liable if he fails to exercise due diligence and take reasonable measures in the performance of the Services, in which case he, subject to sub-paragraph 1.3 of paragraph 1 of this Article, shall compensate the Client for loss of or damage to the Goods as well as for direct financial loss resulting from breach of his duty of care.
 - 1.2. The Forwarder is not liable for acts and omissions by third parties, such as, but not limited to, Carriers, warehousemen, stevedores, port authorities and other freight forwarders, unless he has failed to exercise due diligence in selecting, instructing or supervising such third parties.

- 1.3. The Forwarder shall in no event be liable for:
 - a) Valuables or Dangerous Goods unless declared by the Client and accepted by the Forwarder at the time of the acceptance of the Offer;
 - b) Loss following from delay;
 - c) Indirect or consequential loss such as, but not limited to, loss of profit and loss of market;
 - d) Loss of or damage to the Goods due to inherent defect of the Goods;
 - e) Acts or omissions of Client, its agents or any third party that the Client employs, including failure to seal the container in the presence of the Carrier, missing consignment note, etc.;
 - f) Insufficiency of packing where such packing has been performed or provided by or on behalf of the Client;
 - g) Improper performance of loading and stowing procedures where such loading and stowing have been performed or provided by or on behalf of the Client;
 - h) Circumstances outside the control of the Forwarder, the consequences of which the Forwarder could not avoid even when exercising the utmost of care.

2. The Forwarder's liability as a principal

- 2.1. The Forwarder is subject to liability as principal if, by issuing his own transport document, he has made an express undertaking to assume Carrier liability (contracting Carrier). However, the Forwarder shall not be deemed liable as Carrier if the Client has received a transport document issued by a person other than the Forwarder and does not within a reasonable time maintain that the Forwarder is nevertheless liable as Carrier.
- 2.2. With respect to services other than carriage of Goods such as, but not limited to, storage, handling, packing or distribution of the Goods, as well as ancillary services in connection therewith, the Forwarder shall be liable as principal:
 - a) when such services have been performed by himself using his own facilities or employees, or
 - b) if he has made an express undertaking to assume liability as principal.
- 2.3. If the Forwarder explicitly accepted his liability as principal, he, subject to sub-paragraph 1.3 of paragraph 1 of this Article, shall be responsible for the acts and omissions of third parties he has engaged for the performance of the contract of carriage or other services in the same manner as if such acts and omissions were his own and his rights and duties shall be subject to the provisions of the law applicable to the mode of transport or service concerned.
- 2.4. The provisions of sub-paragraph 2.3 of paragraph 2 of this Article notwithstanding, the Forwarder shall not be or become liable for any loss of or damage to the Goods in an amount exceeding the equivalent of 2 SDR per kilogram of gross weight of the Goods lost or damaged.

§ 8

OBLIGATIONS AND LIABILITY OF THE CLIENT

1. The Client is obliged to provide the Forwarder with all necessary documents and information. The Forwarder is under no obligation to check the accuracy or adequacy of such documents and information. The Client is liable to the Forwarder for any damage caused by the lack, inadequacy or incorrectness of these documents and information, including, inter alia,

the consequences of inconsistencies between the amount and weight of the cargo indicated in the shipping documents and the actual quantity and weight of the cargo.

2. The Client shall be liable to the Forwarder for all loss or damage, costs, expenses and official charges resulting from the Client's inaccurate or incomplete information or instructions or the handing over by the Client or any person acting on his behalf to the Forwarder, or to any other person to whom the Forwarder may become liable, of Goods having caused death or personal injury, damage to property, environmental damage or any other type of loss.
3. The Client shall prepare and make the Goods available for the Services correctly packaged, classified, sealed, labelled and/or addressed. The Client shall notify the Forwarder about the necessity of the adherence to specific cargo transportation conditions, for example, temperature conditions for cargo transportation and other. The Client ensure that the Goods may be legally exported or imported to or from the origin or destination in respect of the applicable export and/or import control legislation.
4. Unless otherwise agreed by the Parties, the Client shall perform the loading, lashing, securing and unloading of the Goods in the facility of the Client or at a designated site for the delivery/collection of the Goods. If the Forwarder is requested to assist with the loading, lashing, securing or unloading of the goods, this assistance will be carried out at the cost, liability and risk of the Client.
5. The Client is responsible for the loss of the container or damage thereto and shall compensate all costs incurred by the Forwarder in connection with the abovementioned event.
6. In the event of failure to collect the container/Goods by the recipient indicated on the bill of lading/consignment note, all local costs at the delivery port/terminal (including demurrage, storage, customs costs), any costs of disposal or returning the Goods to the port of loading shall be borne by the Client and are re-invoiced to him by the Forwarder.
7. The Client shall indemnify the Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Forwarder in this connection.
8. The Client shall inform the Forwarder in advance (before the start of transportation) regarding the necessity to file information about transportation of his Goods in any monitoring system, as well as submit all information that should be entered in the monitoring system and instructions. In case of failure to notify the Forwarder in advance, the Client shall bear full liability and compensate all losses incurred by the Forwarder in this regard.

§ 9

INSURANCE

1. The Forwarder will take out liability insurances, as may be required by law or as is the common practice in the Forwarder's business.
2. Unless specifically agreed in writing, the Forwarder will not take out cargo insurance on the transported, handled or stored Goods. The Forwarder encourages the Client to take out a cargo insurance to cover the Goods during transport, handling and storage.

§ 10

HINDRANCE

1. The Forwarder shall use reasonable efforts to perform and complete the agreed Services. If at any time the performance of the Services is affected by any hindrance, risk or delay not attributable to the Forwarder or the Forwarder's subcontractors, the Forwarder shall not be liable for any related loss, damage or delay of the Goods.
2. Any delay or failure in performance of the services due to a hindrance event shall not constitute a breach.
3. If a hindrance continues for more than 30 (thirty) consecutive calendar days, the Client or the Forwarder may terminate the Service order affected by the hindrance event with a written notice.

§ 11

NOTICE

1. Unless notice of loss of or damage to the Goods, specifying the general nature of such loss or damage, is given in writing to the Forwarder by the person entitled to receive the Goods when they are handed over to him, such handing over is prima facie evidence of the delivery of the Goods in good order and condition. Where such loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the Goods were handed over to the person entitled to receive them.
2. With respect to all other loss or damage, any claim by the Client against the Forwarder arising in respect of any service provided for the Client or which the Forwarder has undertaken to provide shall be made in writing and notified to the Forwarder within 14 days of the date upon which the Client became or should have become aware of any event or occurrence alleged to give rise to such claim. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Client can show that it was impossible for him to comply with this time limit and that he has made the claim as soon as it was reasonably possible for him to do so.
3. The claim shall be accompanied by documents, which confirm the condition and value of the shipment and the circumstances of the damage/shortages, as well as the calculation of the damage.

§ 12

PERSONAL DATA PROTECTION

1. The Parties declare that they know and apply the provisions on the protection of personal data contained in the GDPR.
2. The Parties process personal data in order to implement the rights and obligations indicated in the Offer and in the Service order and its Terms, i.e. for the purposes of:
 - a) Processing and execution of the Service order;
 - b) Communication with the use of IT tools in the form of e-mail or IT systems;
 - c) Implementation of obligations resulting from legal provisions in force in the field of tax, customs, accounting, as well as decisions issued in this regard by the relevant state authorities;
 - d) Keeping accounting records;
 - e) Conducting debt collection proceedings.

3. Personal data shall be processed depending on the purpose for a period of time:
 - a) necessary for the performance of the rights obligations of the Parties indicated in the Service order and its Terms and submission of claims (if any);
 - b) performance by the Parties of their obligations under the provisions of tax, customs and accounting law;
 - c) storage of accounting documents.

§ 13

JURISDICTION AND APPLICABLE LAW

Actions against the Forwarder may be instituted only in the place where the Forwarder's company is registered and shall be decided according to the law of the country of that place.