

CLARKSON PORT SERVICES B.V.

General Sales and Service Conditions

V:1:02JAN2024

Effective 2 January 2024

1. Definitions

1.1. In these terms and conditions, the following terms shall have the following meanings:

Clarksons: the private limited company Clarkson Port Services B.V., established in Den Helder, registered under the Dutch Chamber of Commerce number 37078316 as well as a subsidiary or affiliated company that chooses to use these conditions;

Client: any natural or legal person who gives an order to Clarksons to perform Services and Activities and enters into an Agreement to this end, regardless of the agreed method of payment;

Agreement: the agreement concluded between Clarksons and the Client regarding the Services and Activities to be performed by Clarksons, of which these Terms and Conditions form part;

Services: all acts and activities, in whatever form and by whatever name, which Clarksons performs for or on behalf of the Client;

Activities: the handling of shipping and transport matters for shipowners, carriers, time charterers and/or masters of ocean-going vessels, the receipt and delivery of incoming cargo and outgoing cargo, the handling of cargo for others and everything related to this such as unloading, entry, storage, removal, loading, stowage, stock management, assembly, order processing, order picking, preparation for shipment, invoicing, exchange of information and management, ship management, providing mediation in concluding (transport) agreements including charters for air transport, all this insofar as directly or indirectly a means of transport is involved, arranging for the transport of persons and Goods and filing customs declarations;

Good/Goods: the goods made available or to be made available to Clarksons or its Third Parties/Servants and Agents by or on behalf of the Client for the purpose of executing the Agreement;

Third Party (ies)/Servant(s)/Agent(s): all those, not being employees, with whom Clarksons has contracted on behalf of the Client and who are used by Clarksons in the performance of its Services and Activities, regardless of whether Clarksons has committed itself in its own name or in the name of the Client;

Force Majeure: all circumstances which Clarksons could not reasonably avoid and the consequences of which Clarksons could not reasonably foresee and prevent. Force Majeure is in any case understood to mean: fire, explosion, war, natural disasters, exceptional weather conditions, floods, riots, strikes, unexpected government measures, burglaries, computer and electricity failures, hidden defects in the materials used by Clarksons, quarantines and epidemics; and

Terms and Conditions: the conditions applicable to the Agreement, including these terms and conditions, which will be referred to hereinafter in each case as "these Terms and Conditions" or "the present Terms and Conditions".

2. General

- 2.1. These Terms and Conditions govern all offers, Agreements, legal acts and acts without an intended legal effect relating to the Services and Activities to be performed by Clarksons, insofar as they are not governed by mandatory law and/or insofar as these Terms and Conditions are not deviated from with the express, written consent of Clarksons' management. In that event, the deviating conditions only apply to the order for which such deviation has been made. The legal relationship between the parties shall be governed by these Terms and Conditions, even after the Agreement has ended.
- 2.2. Clarksons explicitly rejects the applicability of any other (standard) terms and conditions of the Client.
- 2.3. Clarksons is entitled to engage Third Parties/Servants/Agents for the performance of its Services and Activities and to use Third Parties' and/or Servants' and Agents' goods when carrying out its tasks. Clarksons is authorised to accept the (standard) terms and conditions of such Third Parties/Servants and Agents at the Client's risk and expense and shall, upon request, provide the Client with (a copy of) the (standard) terms and conditions under which Clarksons has contracted with the Third Parties/Servants/Agents. Clarksons is entitled, but not obliged, to invoke such (standard) terms and conditions, including any arbitration or jurisdiction clauses contained therein, against the Client.

- 2.4. If Clarksons' managers or other employees, or Third Parties/Servants/Agents engaged by Clarksons are directly sued extracontractual, it has been stipulated on their behalf that they are entitled to invoke all of the provisions contained in these Terms and Conditions and the Agreement.

Agent/Shipbrokers' activities

- 2.5. The Standard Terms and Conditions of Dutch Shipbrokers and Agents in the version as filed with the registry of the District Court in Rotterdam and the Chamber of Commerce in Rotterdam shall additionally be applicable to all Services and Activities performed and to be performed by Clarksons which form part of shipbroker's work and/or activities carried out by Clarksons as agent for shipowners, transporters, time charterers and/or captains of sea-going vessels, with the exception/exclusion of the arbitration clause contained in therein ('the Standard Terms and Conditions of Dutch shipbrokers and Agents', attached as **APPENDIX 1**).

Transportation

- 2.6. In the event that Clarksons explicitly undertakes to have Goods and people transported, whether or not on certain routes or in relation to certain modes of transport the Dutch Forwarding Conditions (FENEX standard terms and conditions) in the version filed with the Registrar's Office of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam at the time of the formation of the Agreement shall additionally apply, unless another version has been agreed, with the exception/exclusion of the arbitration clause contained therein ('the Dutch Forwarding Conditions', attached as **APPENDIX 2**).

Storage

- 2.7. In the event that Clarksons explicitly undertakes to have Goods stored the FENEX Dutch Warehousing Conditions, in the version filed with the Court at Rotterdam on 15 November 1995 will apply additionally, unless another version is agreed, with the exception/exclusion of the arbitration clause included therein ('the Dutch Warehousing Conditions', attached as **APPENDIX 3**).

Customs and tax services

- 2.8. In the event that Clarksons undertakes to perform customs formalities (including formalities relating to storage in a bonded warehouse) and/or to provide fiscal representation, the Dutch Forwarding Conditions shall additionally apply, in the version filed with the Registrar's Office of the Courts of Amsterdam, Arnhem, Breda and Rotterdam at the time of the formation of the Agreement, unless another version is agreed, with the exception/exclusion

of the arbitration clause therein ('the Dutch Forwarding Conditions', attached as **APPENDIX 2**).

- 2.9. In the event of a conflict between the provisions of the (other) additional terms and conditions referred to in paragraphs 2.5, 2.6, 2.7 and 2.8 above and the provisions of these Terms and Conditions, the relevant provisions of these Terms and Conditions shall prevail.
- 2.10. If one or more provisions of these Terms and Conditions should at any time be wholly or partially void or voidable, the remaining provisions of these Terms and Conditions shall remain fully enforceable. Furthermore, such a clause shall be deemed applicable that, being legally permissible, comes closest to the object and purport of the void provision.
- 2.11. The latest version of these Terms and Conditions shall be applicable, or the version that was valid at the time the Agreement was concluded.
- 2.12. In the event of inconsistencies with the translated version of these Terms and Conditions, the Dutch version of these Terms and Conditions shall prevail.

3. Offers and quotations

- 3.1. All Clarksons' quotations and offers are without obligation, unless the quotation stipulates a term for acceptance and explicitly states otherwise.
- 3.2. Agreements, as well as amendments and additions thereto, come into effect if and insofar as Clarksons has confirmed these in writing or if Clarksons has commenced with the execution of the Agreement.
- 3.3. Providing Clarksons with information, which is reasonably required for the performance of customs formalities, shall constitute an order to that effect, unless otherwise agreed in writing. Clarksons is never obliged to accept an order to perform customs formalities.

4. Remunerations

- 4.1. Prices are always quoted on the basis of the prices applicable at the time of the offer (quotation). If, between the time of the offer and the time of execution of the Agreement, one or more cost factors (including tariffs, wages, costs of social measures and/or laws, freight and exchange rates etc.) increase, Clarksons is entitled to pass on this increase to the Client.

- 4.2. If Clarksons charges all-in rates or fixed rates, these rates shall be deemed to include all costs that are generally borne by Clarksons when handling the order. In any event, all-in prices and fixed prices do not include duties, taxes and levies, consular and authentication charges, costs for drawing up bank guarantees and insurance premiums.
- 4.3. In the event of circumstances of such a nature that they did not need to be taken into account when the Agreement was concluded and which cannot be attributed to Clarksons and significantly increase the cost of performing the Services and Activities, Clarksons shall be entitled to an additional payment. In this case, the additional payment shall consist of the extra costs Clarksons has had to incur in order to perform the Services and/or Activities, plus an additional payment -deemed fair and equitable- for the Services and/or Activities to be provided by Clarksons.
- 4.4. Unless there is intent or deliberate recklessness on the part of Clarksons, in the event of insufficient loading and/or unloading time, all resulting costs, such as demurrage, waiting costs, etc. shall be for the account of the Client, even if Clarksons has accepted the bill of lading and/or the cargo from which the additional costs arise, without complaint. Clarksons shall endeavour to avoid these costs.

5. Implementation

- 5.1. The designation of, respectively the order to Clarksons to provide Services or to perform Activities, authorises Clarksons to carry out all usual activities and to enter into agreements, whether or not in its own name, on behalf of the Client, without Clarksons being obliged to do so at any time or in any way. Services and/or Activities may be refused without stating reasons.
- 5.2. Clarksons shall not be obliged to take out insurance of any kind, unless this has been explicitly agreed in writing between the parties.
- 5.3. All calls for cargo against a specific date and/or time by Clarksons are always subject to change of the said date and/or time due to unforeseen circumstances or changes.
- 5.4. If a period has been agreed or specified for the performance of certain Services and/or Activities, or for the delivery of certain Goods, then this shall never be a deadline. The indication by the Client of a delivery time does not bind Clarksons and Clarksons does not guarantee arrival times. If a period is exceeded, the Client must therefore declare Clarksons to be in default in writing and grant it a reasonable period in which to comply with the Agreement.

- 5.5. All information and reports are provided by Clarksons to the best of its knowledge and ability and are non-binding. Clarksons is not responsible for the accuracy of this information.
- 5.6. If, when giving the order, the Client did not provide any instructions regarding the implementation, storage, safekeeping or handling, Clarksons is free to determine how the Agreement is executed and may always accept the documents which are customary for the Third Parties/Servants/Agents it engaged for the execution of the order.
- 5.7. The Client guarantees the Goods it has made available to Clarksons or its Third Parties/Servants/Agents.
- 5.8. The Client shall, at its own expense and risk, make any means of transport and the Goods to be loaded or unloaded from them available in such a way that Clarksons is able to carry out the work safely, responsibly and without delay.
- 5.9. The Client shall make the Goods available, stating a correct and complete description of the Goods and instructions regarding the storage, safekeeping or handling thereof, and furthermore stating all information or details which it knows or should know are important for Clarksons to be able to perform its Services and Activities safely, responsibly and without delay and/or which are of such a nature that the Agreement would not have been concluded or not under the same conditions if Clarksons had known of the true state of affairs.
- 5.10. The Client is obliged to timely provide Clarksons with all documents relating to the Goods, as well as to the storage, safekeeping and handling thereof, which the Client knows or should know are of importance to Clarksons. If the Goods and/or Services and/or Activities are subject to government regulations, including customs and excise regulations and tax provisions, the Client shall timely provide all information and documents necessary for Clarksons to comply with such regulations.
- 5.11. The Client guarantees that the information and documents provided by it are correct and complete and that all instructions and Goods made available are in accordance with the legislation and regulations. Clarksons is not obliged to check whether the statements are correct and complete.
- 5.12. If Clarksons is not provided in time with the documents required to execute the Agreement, Clarksons is entitled to suspend the execution of the Agreement and/or charge the Client for the additional costs resulting from the delay at the then customary rates.
- 5.13. The Client is obliged to make the Goods available to Clarksons or its Third Parties/Servants/Agents in sound packaging at the agreed place, time and manner,

accompanied by the agreed documents and other documents required by or pursuant to government regulations.

- 5.14. The Client guarantees seaworthiness, or the sound packaging (including containers in which the Goods are stowed) required for the modes of transport ("modaliteiten") and/or storage in question, and clearly legible labelling of Goods in accordance with the applicable safety and environmental regulations, and in the absence thereof, in accordance with the commonly accepted standards applicable in this respect.
- 5.15. All manipulations such as checking, sampling, taring, counting, weighing, measuring, repacking, stowing (in containers), splitting and taking delivery of batches under court-appointed expertise shall take place only on the explicit instruction and at the risk of the Client, against payment of the costs.
- 5.16. If a Good or Goods made available to Clarksons or its Third Parties/Servants/Agents is/are in a damaged defective condition, visible from the outside, on arrival or on receipt, Clarksons shall be entitled, but not obliged, to look after the Client's interests vis-à-vis the carrier or others at the Client's expense and risk and to provide evidence of the condition, without the Client being able to derive any right vis-à-vis Clarksons from the manner in which Clarksons has undertaken this task.
- 5.17. Clarksons is entitled to take all measures, including those which do not arise from the Agreement, in order to protect the interests of the Client and its Goods. If necessary, Clarksons shall consult with the Client in good time. If timely prior consultation is not possible, Clarksons shall take the measures which in its opinion appear to be in the best interests of the Client and shall inform the Client of the measures taken and the costs involved as soon as this is reasonably possible.
- 5.18. If Clarksons delivers the Goods without the Client, addressee or receiver having established their condition in Clarksons' presence, the Goods shall be deemed to have been delivered in good condition, unless there is proof to the contrary.
- 5.19. The Client is obliged to accept or take delivery of the Goods at the time they are made available to the Client. If the Client refuses to take delivery or accept delivery or fails to provide information or instructions necessary for the delivery, Clarksons shall be entitled to store the Goods at the expense and risk of the Client. The risk of loss, damage or depreciation shall pass to the Client from the moment the Goods are made available to the Client.
- 5.20. The Client is obliged to immediately take possession of the Goods and/or have them removed if, in the opinion of Clarksons, they are so dangerous, or cause such a nuisance, that Clarksons

cannot be required to hold them for a longer period. In this case, the removal and loading shall take place by or on behalf of the Client and at the Client's own expense and risk.

- 5.21. If the Client fails to comply with its obligations as stated in paragraphs 5.19 and 5.20 of this article, Clarksons is entitled to:
- 5.21.1. the private or public sale of the Goods at the Client's expense and risk after the expiry of fourteen days after dispatch to the Client of a written notification of the intended sale, without the need to observe any further formality;
 - 5.21.2. abandon or destroy the Goods at the expense and risk of the Client after the expiry of fourteen days from the date on which a written notification of the intended abandonment or destruction was sent to the Client, if it is likely that in the event of the sale of the Goods, the costs will exceed the benefits or if, despite a reasonable attempt by Clarksons, no buyer can be found;
 - 5.21.3. remove and destroy, at the expense and risk of the Client, immediately and without further notice, or otherwise render harmless those Goods which, in the opinion of Clarksons, pose an immediate threat of danger and are so dangerous, or cause such a nuisance, that Clarksons cannot be required to hold them any longer, even if Clarksons was aware of the danger upon acceptance.
- 5.22. If, within the framework of the Agreement, Clarksons or its Third Parties/Servants/Agents perform Services or Activities at the Client's location or at a location designated by the Client, the Client shall provide the reasonably required facilities free of charge.
- 5.23. Clarksons commits to making efforts on sustainable business practices within the framework of the laws and regulations applicable to it and the requirements of its certifications. It is committed to developing an appropriate environmental management system. It further undertakes to minimise the production of waste and the use of water and energy within its own organisation by optimising the production process. It also undertakes to increase the "recycled content" of its products, insofar as this can be done without relevant loss of quality and without other adverse effects on the environment, public health, etc. Finally, Clarksons undertakes to strive to minimise its environmental impact also in the provision of framing services, such as transport, after-sales service, and the like. Clarksons gives preference to suppliers/clients that comply with environmental labelling schemes to ensure product sustainability. Example: EU Ecolabel.

6. Duration, suspension, dissolution, and early termination of the Agreement

- 6.1. The Agreement between Clarksons and the Client is entered into for an indefinite period of time, unless the nature of the Agreement dictates otherwise or if the parties explicitly agree otherwise in writing.
- 6.2. Clarksons may terminate the Agreement with immediate effect, if the Client:
 - 6.2.1. discontinues all or a significant part of its profession or business operations;
 - 6.2.2. loses the power to dispose of its capital or a significant part thereof;
 - 6.2.3. loses its legal personality, is dissolved or is actually wound up;
 - 6.2.4. is declared bankrupt;
 - 6.2.5. offers a settlement to its creditors;
 - 6.2.6. applies for a suspension of payments;
 - 6.2.7. loses power to dispose of its property or a significant part thereof as a result of an attachment.
- 6.3. If the Client fails to perform its obligations under the Agreement, or fails to perform them in full or on time, or if, after concluding the Agreement, Clarksons has good reason to fear that the Client will not perform its obligations, Clarksons may suspend the performance of its obligations with immediate effect. Clarksons is also entitled, without prejudice to its right to compensation for damages, to terminate all or part of the Agreement with immediate effect, after it has given the Client a deadline of fourteen days for compliance and the Client has still not complied with its obligations after this deadline has passed. If, by setting such a deadline, Clarksons' interest in the undisturbed operation of its business would be disproportionately impaired, Clarksons may also terminate the Agreement without observing a deadline.
- 6.4. Furthermore, Clarksons is entitled to terminate the Agreement if circumstances arise which are of such a nature that performance of the Agreement is impossible or if other circumstances arise which are of such a nature that Clarksons cannot reasonably be expected to perform the Agreement.

- 6.5. If Clarksons proceeds with suspension or termination, it is in no way liable to pay compensation for damages and costs incurred in any way, while on the other hand the Client must compensate or indemnify Clarksons for breach of contract.
- 6.6. If Clarksons continuously imputably fails to comply with one or more of its obligations under the Agreement, the Client may terminate all or part of the Agreement with Clarksons, after:
- 6.6.1. the Client has given Clarksons written notice of default by registered letter, has sufficiently stated Clarksons' failure and has allowed Clarksons a period of at least thirty days for compliance, and
- 6.6.2. Clarksons has not fulfilled its obligations after this period.
- 6.7. If, after receiving the Goods, Clarksons is unable to commence the performance of the Agreement, or if this Agreement cannot be continued or completed, Clarksons shall inform the Client accordingly. The parties then have the right to terminate the Agreement in writing. In this case, the Agreement shall end upon receipt of this notice. Clarksons shall subsequently not be obliged to perform the Agreement and is entitled to unload and/or store the Goods at a suitable location; the Client is entitled to take possession of the Goods. The costs incurred in connection with the termination with regard to the Goods shall be borne by the Client. Except in the event of Force Majeure, Clarksons shall be obliged to compensate the Client for the damage it has suffered as a result of the termination of the Agreement, whereby the damages shall not exceed the fee/price agreed by the parties for the performance of the Agreement, with a maximum of 10,000 SDRs.
- 6.8. Neither party can terminate the Agreement if the failure - in view of its special nature or limited significance- does not justify the termination and the consequences thereof.

7. Force Majeure

- 7.1. In the event of Force Majeure, Clarksons obligations shall be suspended for the duration of the Force Majeure. If this period lasts longer than two months, both parties shall be entitled to terminate the Agreement without being obliged to pay compensation to the other party.
- 7.2. All additional costs caused by Force Majeure shall be borne by the Client and must be paid on Clarksons' demand.
- 7.3. Insofar as Clarksons has already partially fulfilled its obligations under the Agreement or will be able to fulfil them at the time of the Force Majeure, and insofar as independent value can be attributed to the part already fulfilled or to be fulfilled, Clarksons is entitled to separately

invoice the part already fulfilled or to be fulfilled respectively. The Client must pay this invoice as if it were a separate Agreement.

8. Payment and collection costs

- 8.1. All amounts owed by the Client to Clarksons shall be paid within the agreed period, or failing this, within 30 days of the invoice date.
- 8.2. The amounts and invoices sent by Clarksons are also due in the event damage has occurred during the performance of the Agreement.
- 8.3. Contestation of an invoice does not suspend the obligation to pay it. Nor is the Client entitled to suspend payment of an invoice for any other reason.
- 8.4. The Client shall never be entitled to set off claims for payment arising from any Agreement concluded with Clarksons.
- 8.5. In the event of a dispute regarding the amount owed by the Client to Clarksons, the documentation to be submitted by Clarksons shall provide full proof of the nature, content and extent of the Services and/or Activities carried out, subject to proof to the contrary.
- 8.6. If Clarksons grants credit, the term of this credit period is at its discretion. In this case, Clarksons is entitled to charge a late payment surcharge.
- 8.7. If the Client fails to pay any amount due within the period stipulated in paragraph 8.1 of this article, he shall be in default without notice of default being required, and shall be obliged to pay the statutory commercial interest in accordance with Section 119a of Book 6 of the Dutch Civil Code, with effect from the day on which payment should have been made until the day on which payment is made in full.
- 8.8. Clarksons is entitled to charge the Client for legal and other costs incurred to collect the amounts due. These costs are payable from the time the Client is in default. The extrajudicial costs amount to 15% of the claim, with a minimum of € 500,00. Legal costs and enforcement costs fully qualify for reimbursement and are calculated on the basis of the actual costs incurred by Clarksons.
- 8.9. Upon termination or dissolution of the Agreement, all Clarksons' claims - including future claims - shall become immediately due and payable in full. In any case, all claims shall be immediately due and payable in their entirety if:

- 8.9.1. the Client's bankruptcy is declared, the Client applies for a suspension of payments or otherwise loses its power to freely dispose of all or a significant part of its assets;
- 8.9.2. the Client offers a settlement to its creditors, is in default of meeting any financial obligations towards Clarksons, ceases to operate its business operations or is dissolved.
- 8.10. Clarksons is not obliged to provide security from its own resources for the payment of freight, duties, levies, taxes and/or other costs, should this be required. If Clarksons has provided security from its own resources, it is entitled to demand immediate payment of the amount for which security has been provided from the Client.
- 8.11. The Client shall at all times reimburse Clarksons for any amounts to be collected or levied by any government in connection with this Agreement or A(a)greement(s), as well as any related fines, on Clarksons' demand and within two working days. These amounts must also be reimbursed by the Client if Clarksons is held liable for these amounts by a Third Party/Servant/Agent engaged by Clarksons in connection with the Agreement.

9. Securities, right of retention and retention of title

- 9.1. On Clarksons' demand the Client shall immediately furnish security for what the Client owes or will owe to Clarksons. This obligation shall also exist if the Client has already had to provide security in connection with the amount owed. All consequences of not complying or not immediately complying with Clarksons' request to provide security shall be for the Client's account.
- 9.2. On Clarksons' demand, the Client shall provide security for costs paid or to be paid by Clarksons to third parties or authorities and other costs incurred or expected to be incurred by Clarksons on behalf of the Client, including freight, port costs, duties, taxes, levies and premiums.
- 9.3. Clarksons shall never be obliged to make any payment on behalf of the Client, as long as it has not received the required security.
- 9.4. In the absence of documents, Clarksons shall never be obliged to provide any indemnity or security.
- 9.5. Clarksons is entitled to refuse to deliver to anyone any Goods, documents and monies which Clarksons has or will have in its possession in connection with the Agreement.

- 9.6. Clarksons is entitled to exercise a right of retention on all Goods, documents and monies which it has or will have in its possession in connection with the Agreement for all claims which Clarksons has or will have against the Client and/or the owner of the Goods, including claims which do not relate to the Goods in question.
- 9.7. For all claims Clarksons has or will have against the Client and/or the owner of the Goods, a pledge is established on all Goods, documents and monies which Clarksons has or will have in its possession in connection with the Agreement.
- 9.8. Clarksons may consider anyone who entrusts Goods to Clarksons on behalf of the Client for the performance of its Services and/or Activities, as authorised by the Client to create a pledge on those Goods.
- 9.9. If, when settling the invoice, a dispute arises regarding the amount due or if a calculation is required to determine the amount which cannot be carried out quickly, the Client or the party demanding delivery is obliged, on Clarksons' request, to immediately pay the part which the parties agree is due and to provide security for the payment of the disputed part or for the payment of the part for which the amount has not yet been established.
- 9.10. Clarksons may also exercise the rights outlined in this article for what is still owed to it by the Client in connection with previous orders and Agreements.
- 9.11. The sale of any collateral shall take place for the account of the Client in the manner provided by law or, if there is agreement thereon, privately.
- 9.12. Goods supplied to the Client by Clarksons within the framework of the Agreement, shall remain the property of Clarksons until the Client has properly fulfilled all its (payment) obligations under the Agreement. Until such time, the Goods may not be resold, pledged or encumbered in any other way.
- 9.13. Clarksons reserves the rights and powers to which it is entitled under the Dutch Copyright Act and other Dutch intellectual legislation and regulations. Clarksons is entitled to use the knowledge it gains from the implementation of an Agreement for other purposes, insofar as this does not involve bringing strictly confidential information from the Client to the attention of third parties.
- 9.14. In the event that Clarksons wishes to exercise its property rights as set out in this article, the Client hereby gives, in advance, Clarksons and its Third Parties/Servants/Agents unconditional and irrevocable permission to enter all those places where Clarksons' property is located and to retrieve the same.

10. Liability

- 10.1. All Services and Activities are performed at the Client's risk. The Client shall be liable for all damage and loss, including personal injury, suffered by Clarksons, its Third Parties/Servants/Agents, its employees and its other Clients, caused by the Client itself, its Goods (including the packaging of its Goods), its Servants/Agents, employees and other persons appointed by it.
- 10.2. The Client shall be liable to Clarksons for all damages caused by the failure to comply with its obligations under the Agreement(s) and these Terms and Conditions and any applicable additional conditions.
- 10.3. If Clarksons is held liable by the Client for damages incurred during the performance of the Services and/or Activities, Clarksons' liability shall not exceed its liability under the Agreement, these Terms and Conditions and any applicable additional conditions.
- 10.4. Clarksons shall not be liable for any damage or loss suffered by the Client, unless the Client proves that the damage or loss was caused by intent or deliberate recklessness on the part of Clarksons or its managing employees.
- 10.5. Clarksons shall never be liable for loss of profit, consequential loss, intangible loss, lost savings, damage due to business interruption and/or any other form of indirect damage howsoever arising.
- 10.6. Clarksons shall never be liable for damage resulting from the failure of the Client to comply with any of its obligations under the Agreement(s), these Terms and Conditions and any applicable additional conditions.
- 10.7. Clarksons shall never be liable for damage, of whatever nature, due to the fact that Clarksons or its subordinates relied on incorrect and/or incomplete information provided by the Client.
- 10.8. Clarksons shall never be liable for damage caused by the absence or inadequacy of proper packaging of the Goods.
- 10.9. The Client shall be liable to Clarksons for all damages - including but not limited to fines, consequential damages, interest, penalties and confiscations, including consequences due to failure to comply or to comply on time with customs documents and claims relating to product liability and/or intellectual property rights - which Clarksons suffers directly or indirectly as a result of, among other things, the Client's failure to comply with any obligation under the Agreement or under applicable legislation and regulations, as a result of any

incident which is within the Client's control (such as, for example, the inaccuracy, incorrectness or incompleteness of its instructions and the data and/or documents provided by it, the failure to make the Goods available, or the failure to do so on time, at the agreed time, place and manner, as well as the failure to provide documents and/or instructions, or the failure to do so on time), as well as resulting from the fault or negligence in general of the Client and/or its employees and/or third parties whose services the Client engages and/or third parties that work on behalf of the Client.

- 10.10. The Client shall indemnify Clarksons at all times against claims from third parties, including employees of both Clarksons and the Client, related to or arising from the damage referred to in the previous paragraph, as well as for damage whose cause is not attributable to Clarksons but to another party. If the Client fails to take adequate measures, Clarksons is entitled to do so itself, without notice of default. All costs and damages incurred by Clarksons as a result are entirely at the expense and risk of the Client.
- 10.11. In the event of storage, Clarksons shall be deemed to have exercised due care in the event of damage and/or loss due to theft by breaking and entering if it has ensured that the storage place was properly locked. Where Goods are stored on open ground or can only be stored on open ground, or where it is customary for Clarksons to store such Goods on open ground, any liability on the part of Clarksons for damages possibly relating to such storage on open ground, is excluded.
- 10.12. The damages to be compensated by Clarksons shall never exceed the invoice value of the goods, to be proved by the Client, or in the absence thereof, the market value, to be proved by the Client, applicable at the time the damage arose.
- 10.13. Clarksons' liability for damage or loss to Goods shall further be limited to 4 SDRs per kilogram damaged, reduced in value or lost gross weight, up to a maximum of 10,000 SDRs per event or series of events with the same cause of damage.
- 10.14. Clarksons' liability for all damages other than damage to or loss of Goods, shall be limited to 10,000 SDRs per event or series of events with one and the same cause of damage, on the understanding - and subject to this limitation of liability to 10,000 SDRs - that if customs formalities are carried out by Clarksons or it acts as a tax representative, Clarksons shall not be liable for any damage, unless the Client proves that the damage was caused by Clarksons' fault or negligence.
- 10.15. In all cases, Clarksons' liability is limited to the amount for which it is insured and which the insurance company actually pays out, plus the excess.

- 10.16. If Clarksons is sued extra contractually by someone who is not a party to the Agreement or to a transport agreement made by or on behalf of Clarksons, for damage to or loss of a Good or a delay in delivery, its liability to such a party shall never exceed its contractual liability.
- 10.17. All liability limitations and exclusions in these Terms and Conditions on behalf of Clarksons also apply to its employees and Third Parties/Servants/Agents engaged by Clarksons.

11. Prescription and limitation

- 11.1. Clarksons shall not be liable for any damage or loss, unless the Client notifies Clarksons in writing of the damage or loss, either within four weeks of becoming aware of the damage, or within three months after the relevant Services and/or Activities have been completed and the Goods have been or should have been delivered by Clarksons. In this regard, the shortest period shall apply.
- 11.2. All claims of the Client in connection with the Agreement shall be subject to prescription by the expiry of a period of nine months and shall lapse by the mere expiry of a period of eighteen months. In the event of total or partial loss, damage, delay or stock discrepancy, the periods shall commence on the first of the following days:
- 11.2.1. the day on which the Goods were delivered or should have been delivered by Clarksons;
- 11.2.2. the day of notification of the loss or damage.
- 11.3. For all other claims, the periods specified in paragraph 11.2 shall commence from the day on which they became due and payable. In any event, the periods referred to in paragraph 11.2 for all claims in connection with the Agreement shall commence on the day following the day on which the Agreement between the parties was terminated.

12. Applicable law and disputes

- 12.1. The CONTRACT and these TERMS AND CONDITIONS, as well as all further agreements arising therefrom or related thereto, including all questions of their existence, validity and termination, shall be exclusively governed by and construed in accordance with Dutch law. Validity and termination thereof, shall be exclusively governed by and construed in accordance with Dutch law.

- 12.2. The place of settlement and claim settlement shall be the place of Clarkson's registered office. The applicability of the United Nations Conventions on Contracts for the International Sale of Goods (Vienna 1980) (CISG) is excluded.
- 12.3. All disputes between parties, on whichever legal ground, shall be exclusively brought before the District Court of Rotterdam, unless Clarkson opts for the following, in which case that will apply exclusively:

Optional

- 12.3.1. Disputes shall be settled exclusively in arbitration in the Netherlands, in accordance with the UNUM Arbitration Rules, with the exception of claims up to €100,000 and undisputed claims which, at the option of the Clarkson, and only in the event of the submission of a dispute by Clarkson against the Client, may be submitted to the competent court in Rotterdam, the Netherlands.
- 12.3.2. In case of arbitration, the arbitrators shall, if applicable, apply the provisions of the Convention on the International Carriage of Goods by Road (CMR).
- 12.4. The Client guarantees to Clarkson that the consignor, the consignee and the other cargo interests, in the event of damage to or loss of the Goods and/or a delay in their delivery, shall be bound by the provisions of this article. However, if Clarkson is involved in proceedings before a different court, or in arbitration in accordance with a different regulation, Clarkson shall be free to bring legal action against the Client before the same court or in the same arbitration procedure.

The additional applicable terms:

Appendix 1: [NEDERLANDSE-EXPEDITIEVOORWAARDEN-EN-logo-1.pdf \(fenex.nl\)](#)

Appendix 2: [VRC-Cargadoorsvoorwaarden-A5-Boekje_Eng_01.pdf \(shipagents.nl\)](#)

Appendix 3: [Nederlandse-Opslagvoorwaarden-Engels-met-nieuw-logo.pdf](#)

In case of discrepancy these sales conditions are leading.

These terms were drafted in the Dutch language. In case of ambiguity or any unclarity the Dutch version shall prevail.