

GENERAL TERMS & CONDITIONS of KUEHNE + NAGEL Gesellschaft m.b.H.

(1) Our activity as forwarding agent and the rendering of our services and the services themselves are subject to the General Austrian Forwarders' Terms and Conditions [AÖSp], as amended, which are available for inspection on our premises. In the case of conflicts these General Terms and Conditions shall prevail over the AÖSp.

(2) Official charges such as customs duties and turnover tax on imports shall be due immediately without exception. Those charges are absolutely prohibited from being set-off. Even if the invoice is to be issued to a third party as per your instruction, you shall remain liable for payment to us without limitation. In the case of default in payment we shall charge default interest at a rate of 1.5% p.m. All costs of dunning and collection shall be reimbursed to us, the latter to the extent defined in Regulation *BGBI* [Federal Law Gazette] 1996/141 as amended.

(3) The weights of ULDs are subject to freight. For ULDs not returned to us or damaged their reinstatement value shall be paid to us. Transports (returns) of transport packaging, repackaging and display/sales packaging which are necessary because of the Austrian Packaging Regulation (*VerpackVO*) can only be carried out upon a separate shipment order and with a separate invoice according to price list.

(4) All ULDs, which also include containers, must be returned in a clean and undamaged condition. Repairs resulting from damage to and/or cleaning of ULDs shall be charged to you according to the expenses incurred. Damage to the container or to ULDs is, in principle, not covered by cargo insurance.

(5) Without exception Kuehne + Nagel shall not be obliged to load or unload, treat, stow, etc. the cargo; Kuehne + Nagel will, however, be pleased to carry out such services for you upon separate order and against separate invoice.

(6) Customer warrants that (a) Customer and its owners as well as all parties to Customer's shipments and transactions, including their respective owners, and (b) Customer's transactions for which Kuehne + Nagel provides the services, are not subject to any applicable US, EU or national customs, import, export, trade control or sanctions laws and regulations that would prohibit such services.

Customer shall supply Kuehne + Nagel, in writing, with all documents and information including, but not limited to, commodity classification numbers, customs valuations, country of origins, export control classification numbers and any required export, re-export, transit or import licenses permits, authorizations or exemptions ("Customer Data") necessary for Kuehne + Nagel to provide the services in accordance with applicable laws and regulations.

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

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

Customer shall indemnify and hold harmless Kuehne + Nagel and all Kuehne + Nagel affiliates from all claims, expenses, losses, penalties and damages, including reasonable attorneys' fees, arising from or in connection with Customer's failure to comply with obligations in this clause (6).

(7) "According to § 101a KFG the customer is obliged to provide us, prior to commencement of transportation, the weight of all transported goods as well as the weight of containers and swap bodies. We are neither able nor obliged to check the correctness of this data. In case of breach of customer's obligation, may that be through failure to provide the data, late submission or incorrect weight information, the customer shall be liable for the resulting losses and damages, especially but not exclusively for the costs of administrative proceedings and penalties."

Specific terms and conditions

(8) The bill of lading terms shall apply to transport services of Blue Anchor Line (BAL). The place of performance and place of jurisdiction for those services shall be Hong Kong. The corresponding law shall apply. The terms and conditions printed on the reverse side of the airway bill shall apply to air cargo shipments.

(9) Loading and unloading procedures and export and import customs clearance in road traffic must be carried out immediately.

Terms of payment

(10) The customer has the possibility to receive the invoice electronic or on paper. Resourcing and assignment of Internet-access, as well as Online connections to recall invoice data is at customers cost and risk in order to receive the invoices electronically.