

## Terms & Conditions for Sea freight and auxiliary services

(Version 1.0)

1. **Applicability:** Kuehne + Nagel Gesellschaft m.b.H., hereinafter referred to as "Kuehne + Nagel", offers are based exclusively on the following Terms and Conditions. Other Terms and Conditions do not apply, even if they only contain additional provisions to the Terms and Conditions. Amendments, deviations, exceptions or any other changes to any of these conditions may be proposed by the Customer. Acceptance is always subject to Kuehne + Nagel's explicit agreement in writing. For the avoidance of doubt, to the extent of their applicability, mandatory statutory provisions or local laws and agreements with authorities always prevail.
2. **Pricing and Payment Terms:**
  - 2.1 The pricing, services or company information provided in this quotation is confidential and strictly for the benefit of the named Customer only. The contents may not be shared, copied, transmitted or shared with any other companies, online portals, freight indexes, persons or entities without prior written consent from Kuehne + Nagel.
  - 2.2 The pricing, services, or company information provided strictly applies for the benefit of the Customer. No other third party can benefit and / or is allowed to use the quotation. The offer provided by Kuehne + Nagel is valid for 14 calendar days from the submission date. Nevertheless, Kuehne + Nagel reserves the right to re-validate, to adjust, increase or decrease the offer during subsequent rounds of submission. Kuehne + Nagel also reserve the right to make necessary corrections in the event of data entry errors. Unless differently specified, the validity of the pricing contained in our offer reflects the RFQ scope of work. However, its effectiveness can only start upon Customer's award nomination and Kuehne + Nagel's acceptance.
  - 2.3 Quotations of and agreements with Kuehne + Nagel about rates, prices, surcharges, and services refer exclusively to expressly listed services, goods of standard dimensions and weights according to the applicable weight and dimension limitations for the respective transport mean as well as an essentially unchanged cargo, order quantity or quantity structure. In addition, such quotations presume normal, unmodified transport conditions, unimpeded connecting ways, the possibility of immediate forwarding, the remaining validity of the underlying freight, exchange rates, rates, unchanged data processing requirements, quality assurance arrangements and operational instructions. Furthermore, they presume unmodified public taxes, fuel and personnel costs as well as unchanged market conditions, such as higher or lower customer and business demand, inflation, deflation, interest rates, capacity, inventory availability and variable surcharges, unless such changes were predictable, given the circumstances, at the time of conclusion of the contract. In such different circumstances, Kuehne + Nagel reserves the right to re-validate the quotation conditions in its reasonable sole discretion.
  - 2.4 Rates provided are based on the information provided by Customer and are valid for a complete volume award. Kuehne+ Nagel will calculate the annual volumes awarded on those numbers divided by 52 weeks with a tolerance allowance of +/- 10%. Any volumes in excess of these +/- 10% tolerance maybe subject to Freight all Kinds (FAK) – standard tariff- pricing applicable at the time of shipment. For deviating or inconsistent delivery of committed/awarded volumes Kuehne + Nagel reserves the right to revise rates accordingly. In case of a partial award, Kuehne + Nagel reserves the right to requote based on the awarded lanes and volumes.
  - 2.5 Unless otherwise stipulated, Kuehne + Nagel's quotation does not include any public charges, taxes, duties, excises or fees for export or import clearance, documentation handling, processing or similar services. The same applies for high-value shipments with a value of goods exceeding 250,000 USD per shipment (B/L), requiring a mandatory prior individual notice in writing per shipment by Customer towards Kuehne + Nagel and be subject to a High-Value-surcharge. Such a surcharge is not included in Kuehne + Nagel's quotation. Upon request, Kuehne + Nagel may offer to purchase and maintain an exceeding insurance coverage at the usual market conditions, with an insurer of his choice and against additional remuneration.
  - 2.6 Following the award and/or order, volumes shipped with Kuehne + Nagel will be reviewed on a monthly basis. If a minimum of 75%, from the monthly transport volume, is not shipped or booked with Kuehne + Nagel, within the first 30 days of the agreed go-live date, Kuehne + Nagel reserves the right to revise the pricing.
  - 2.7 In case of capacity shortage, especially port congestions, Kuehne + Nagel reserves the right to limit the validity time of rates and tariffs. Such rates quoted are subject to the applicable fuel surcharge at the time of shipment. Any storage, demurrage or detention charges related to capacity shortage or reduced equipment availability are for Customer's account. Section 2.2 and 2.3 remain unaffected.
  - 2.8 LCL rates are valid for stackable cargo only. Calculations are based on a volumetric factor of 1:1 (1 cbm: 1000 kgs) for the main carriage and 1:3 (1 cbm: 333 kgs) for pre- and on-carriage, subject to a minimum of one freight ton (FRT). In addition, the maximum shipment size is limited to 15 cbm or 5 tons per shipment and order. For shipments exceeding this volume/weight, Kuehne + Nagel reserves the right to reject or recalculate.
  - 2.9 Kuehne + Nagel reserve the right to adjust the rates, if the bunker value of VLSFO or any other fuel grade according to relevant regulations (e.g. MGO/0.5 IFO) does fluctuate. The defined baseline is the average Kuehne + Nagel bunker price reflecting the price history of the past 3 months as reported by a commonly accepted index provider (i.e. Argus / Platts). With one month prior notice, Kuehne + Nagel is entitled to re-adjust the ocean rates with effective date of the beginning of the following month. Pre-carriage and on- carriage rates and fuel surcharge, if any, are subject to change in case of any cost fluctuation.
  - 2.10 Kuehne + Nagel reserves the right to review and adjust any trade factor or methodology used in the calculation of bunker fuel charges at any time during the term of this agreement. Any adjustment will take effect within 15 days after notice.
  - 2.11 Unless otherwise agreed, Kuehne + Nagel's quotation is subject to the local tariffs and charges of Blue Anchor Line und Blue Anchor America Line, e.g. storage, demurrage and detention tariffs.
  - 2.12 If not otherwise stated, inland transport charges are based on an immediate loading/unloading process, are subject to maximum 1 hour free time and are only applicable during standard working days / hours. For each additional hour additional charges apply.
  - 2.13 All charges quoted are invoiced - at Kuehne + Nagel's sole discretion - either in the currency quoted or local currency of the invoicing country.  
  
In the event of a binding currency agreement, the conversion of local currencies is based on a set exchange rate. For currency deviations of +/- 5%, Kuehne + Nagel reserves the right to revise the conditions offered.  
  
Sea freight is converted using the respective Kuehne + Nagel shipping rate.
  - 2.14 Unless otherwise agreed and subject to credit review and approval, standard payment terms of 14 days after the date of invoice apply. No credit facilities are provided for duties and taxes, which are to be paid upon custom clearance.

**3. Blue Anchor Line / Blue Anchor America Line:**

- 3.1 Kuehne + Nagel acts as Agent of Blue Anchor Line and Blue Anchor America Line, a NVOCC (Non-Vessel-Operating Common Carrier) whose Bill of Lading or Sea Waybill Terms and Conditions are applicable at all times. You may obtain a copy of these terms and conditions on <https://blue-anchor-line.com/> and <https://blue-anchor-america-line.com/>. All other services provided are subject to the latest version of the Austrian Freight Forwarders' Standard Terms and Conditions ("AÖSp") available under <https://at.kuehne-nagel.com/de/-/unternehmen/agb>.
- 3.2 The choice of carriers is entirely at the discretion of Kuehne + Nagel and/or Blue Anchor Line and/or Blue Anchor America Line.

**4. Availability, Capacity & Forecast:** All services quoted are subject to equipment availability, carrier/terminal capacity and Customer's volume forecasts. These include, but are not limited to, special container equipment types. Available capacity may change in the event of a schedule change, vessel delay, omission, or any other type of service capacity shortage of the carrier. Kuehne + Nagel will make an assumption that transport volumes per trade lane should be divided equally over the contract period, unless the Customer provides detailed forecast information.

Impediments to performance which are not attributable to the sphere of risk of a contracting party shall release Kuehne + Nagel from its performance obligations for the duration of the disruption and the extent of its effect. Such obstacles to performance are force majeure, riots, acts of war or terrorism, strikes and lockouts, blockage of transport routes and other unforeseeable, unavoidable and serious events. In the event of an impediment to performance, each contracting party shall be obliged to inform the other party without delay; the Freight Forwarder shall also be obliged to obtain instructions from Customer.

- 5. No Warranty:** Transit times, routing and similar service information is provided without any warranty and may therefore be subject to changes.
- 6. Maximum Commercial Value:** Unless otherwise agreed in writing, the quotation provided is valid for goods not exceeding a commercial value of USD 250,000 per single Bill of Lading.
- 7. Excluded Goods:** If not otherwise stated in the offer, Kuehne + Nagel's offer applies to general cargo only and therefore excludes any of the following: dangerous goods, high-value cargo, perishables, valuables, temperature controlled, oversized, over-length or out-of-gauge cargo.

**8. Verified Gross Mass (VGM)**

- 8.1 For FCL shipments: Customer acknowledges that it is required to provide Kuehne + Nagel verified gross mass/weight ("VGM") data for each container that Kuehne + Nagel transports or arranges on its behalf. Such VGM shall be obtained from a calibrated, certified scale or by a calculation method certified by a competent authority, which shall include the container's tare weight, and all cargo items, packing materials, pallets, securing materials, dunnage etc. that will be tendered in the container to the underlying shipping line. Customer further represents that Kuehne + Nagel is entitled to rely on the accuracy of such VGM data and counter-sign and/or endorse it as agent or otherwise on behalf of the Customer in the course of providing the VGM to the shipping line. If the VGM is not available at required cut-off time, Customer acknowledges that the container/shipment(s) may not be accepted into the terminal and/or loaded on board the vessel which can result in substantial charges on account of the Customer.
- 8.2 For LCL shipments: if the accurate gross weight is not declared in the shipping instructions or other document/electronic format and is not clearly and permanently marked on the surface of the packages, Kuehne + Nagel is obliged to weigh the packages at the expense of the Customer.
- 8.3 The Customer agrees that it shall indemnify and hold Kuehne + Nagel and its affiliates harmless from any and all claims, losses, penalties or other costs resulting from any incorrect, unclear, inaccurate, incomplete or otherwise insufficient statements of the VGM (gross weight) provided by the Customer, its agent or contractor, or any related Customer party on which Kuehne + Nagel relies. Kuehne + Nagel included a VGM fee per container or LCL shipment in the offer on the assumption that the Customer submits the VGM data via our online VGM portal. If the VGM data is transmitted manually, additional charges may be assessed. If the customer requests any assistance regarding weighting of containers or LCL shipments, general surcharges for co-ordination fees, stop-off fees (note: these fees will not include any deviation from the trucker normal route), scale fees, etc. will apply. If a contract exists between Kuehne + Nagel and the Customer for the business included within this tender, the terms and conditions of said contract will apply in lieu of Kuehne + Nagel's standard terms and conditions of quotation stated above.

**9. Emission Regulation Clause**

- 9.1 Customer accepts and acknowledges that Kuehne + Nagel, Blue Anchor Line, Blue Anchor America Line or other carriers may be subject to regulatory or other industry-wide requirements relating to emissions, fuel bunker content requirements or a requirement to purchase allowances or otherwise make payments calculated by reference to carrier emissions, or any other regulation whatsoever relating to de-carbonisation or any other environmental concern (each an "Emissions Regulation").
- 9.2. Customer accepts and acknowledges that an Emissions Regulations may arise in any jurisdiction in which Kuehne + Nagel, Blue Anchor Line, Blue Anchor America Line or other carriers performs activities with any of its customers and that an Emissions Regulation may not yet be envisaged, implemented or in full force and effect as of the date of agreeing to these Terms and Conditions. Specifically, and without limitation, Customer agrees that each of the following will be considered to be an Emissions Regulation under these Terms and Conditions:
- Amendments to MARPOL Annex VI, introducing an Energy Efficiency Design Index for existing ships (EEXI) and Carbon Intensity Indicator (CII), anticipated to enter force in 2022 and 2023, respectively, and known in the industry as "the IMO 2023 regulations";
  - The expansion of the European Union Emissions Trading System (ETS) to include the shipping industry, which is proposed to be phased in beginning in the year 2023; and
  - The FuelEU Maritime Initiative, which is proposed to be phased in beginning in the year 2025.
- 9.3. Where Kuehne + Nagel, Blue Anchor Line, Blue Anchor America Line or other carriers are subject to one or more Emissions Regulation(s), Customer shall pay to Kuehne + Nagel an amount assessed by Kuehne + Nagel in its sole discretion as being the business cost of complying with that or with those Emissions Regulation(s) in performing these Terms.

**10. Compliance**

- 10.1 Each Party hereby undertakes that it is and shall remain during the term of this agreement in compliance with all applicable laws, regulations and codes, including but not limited to all anti-bribery laws and regulations. In connection with any aspects of this offer or any other transaction involving both parties, either Party has not and will not, directly or indirectly in connection with the performance of services under this agreement or otherwise on behalf of the other Party, engage in any prohibited conduct. Prohibited conduct includes to promise, offer or grant to a person any undue advantage or to request or accept any undue benefit or advantage to improperly influence actions.
- 10.2 The Parties agree that, at all times in connection with and throughout the course of the Contract and thereafter, they will comply with all applicable anti-bribery laws. Parties will prohibit "Corruption" or "Corrupt Practice(s)" at all times and in any form, in relation with a public official at the international, national or local level, a political party, party official or candidate to political office, and a director, officer or employee of a Party, whether these practices are engaged in directly or indirectly, including through third parties. "Corruption" or "Corrupt Practice(s)" shall include but not limited to Bribery, Extortion or Solicitation, Trading in Influence and laundering the proceeds of these practices.

**11. Trade Control**

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.

Without any limitation 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.