Ocean Contract Product General Terms and Conditions

1. Scope and Application

(a) These Ocean Contract Product General Terms and Conditions (the "**Terms**") contain the standard provisions that apply to all ocean freight products offered by Maersk.

(b) These Terms are deemed to be expressly incorporated by reference into your ocean freight Agreement with us.

2. Definitions

(a) Any reference to the "**Agreement**" is a reference to the legally binding agreement entered into between you and us.

(b) References to "**you**" or "**your**" are references to the shipper. References to "we" or "our" are references to the carrier.

(c) Capitalised terms in these Terms have the meaning given to them in the Definitions section of the Agreement.

(d) "**Information System**" means any computer hardware and infrastructure, computer software (including data, code, databases, integrations, documentation and underlying algorithm), website, portal, communication lines and any other systems, platforms, data and/or technology used, provided and/or generated in our provision of the Services under this Agreement, or otherwise related to our fulfilment of our obligations under this Agreement, including any modifications, enhancements and derivative works relating to the Information System.

3. Entire Agreement

This Agreement and any other terms expressly incorporated into or prescribed by this Agreement to apply to any service rendered under this Agreement, represent the entire agreement of the parties which supersedes all prior agreements, representations, and understandings of the parties and which may not be modified except by written amendment signed by both parties.

4. Term

This Agreement commences on the Effective Date set out in the Contract Output, and will terminate on the Expiry Date set out in the Contract Output, unless terminated earlier in accordance with this Agreement.

5. Inclusion of Terms for Carriage

The Transport Documents shall be issued by us or by any of our Affiliates for the carriage of the cargo under this Agreement, and you shall be bound by the terms of any such Transport Document. The Terms for Carriage will apply to any and all shipments and bookings that are arranged pursuant to this Agreement.

6. Execution

This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed to be an original, but all of which taken together shall form the same contractual agreement. This Agreement may be executed on behalf of either party with physical 'wet ink' signatures or by e-signature or Docusign.

By signing this Agreement you warrant that you have all due authority to enter into this Agreement and to bind any Affiliate (or any of your or their parent companies) named in the Contract Output.

7. Claims under the Transport Document

The remedies expressed in this Agreement are without prejudice to any other rights or claims that may arise out of or in connection with the carriage of any specific bookings under this Agreement, including without limitation any rights or claim that may arise in connection with or in relation to the carriage of any Goods booked and loaded pursuant to this Agreement, including under any Transport Document. Any such claims will be governed by the relevant Transport Document.

8. Qualification for Contract Rates

Any rate set out under this Agreement is intended only for your benefit and any of your named Affiliates. The rates in this Agreement may not be extended by you to any third party, whether directly or indirectly. If you seek to pass on these rates to any third party without our prior consent in writing, it will constitute a material breach of this Agreement entitling us to terminate.

9. Surcharge

Rates may be subject to any surcharge(s) for any reason whatsoever as may be introduced by us from time to time. Such surcharges may (without limitation) arise from any disruption to our business, howsoever caused, including in relation to energy price fluctuations, labour issues or disputes, congestion, emergency risks, government or supranational mandates, capacity or equipment issues or any other cause whatsoever, which affects us or any of our Affiliates in carrying any shipments booked under this Agreement. Surcharges may be added to the Rates in any amount in Maersk's sole discretion.

10. Incorporation of Tariff

(a) Our Tariff, available at https://www.maersk.com/, (the "**Tariff**") and as may be amended from time to time, is expressly incorporated into this Agreement.

(b) Along with the rates stated in the Contract Output, we may charge amounts based on the Tariff prevailing at the time of making any booking or performing any service under or in connection with this Agreement. Amounts payable pursuant to the Tariff are payable upon receipt of an invoice from us or any of our Affiliates. By entering into this Agreement you agree that you are aware of the Tariff specific to the trades agreed under this Agreement.

(c) The rate payable by you in accordance with the Contract Output is without limitation to and subject to the Tariff.

11. Ocean Fuel Surcharge

(a) The Ocean Fuel Surcharge (OFS) shall apply as an additional charge to all bookings made under this Agreement.

(b) To account for fluctuations in energy and fuel costs associated with the provision of services under this Agreement, the OFS accounts for the adjustment in fuel and energy prices between the baseline prices used to calculate the rates under this Agreement, and the prevailing prices at the time the OFS is determined, irrespective of the type of fuel used.

(c) The applicable OFS shall be determined in accordance with the rates and methodologies published in the Maersk Terms, as amended from time to time.

(d) The OFS may be applied as a standalone Surcharge, or as a series of Surcharges, or be incorporated into the base rate, or any other pricing mechanism determined by us at our sole discretion with the effect of being a price adjustment based on fuel prices. Surcharges and other pricing adjustment mechanisms with the effect of adjusting the price based on fuel prices shall be subject to this Clause (even if such Surcharges or pricing adjustment mechanisms have a different name, for example "Fossil Fuel Fees", or "Emergency Bunker Surcharge").

(e) Fuel and energy costs may be reviewed at any time in our sole discretion, and adjustments to the OFS may take effect at any time in our sole discretion. Subject to that discretion, typically the OFS will be adjusted quarterly. Notwithstanding the foregoing, our right to adjust the OFS and have those adjustments take effect at any time may be exercised (without limitation whatsoever) if any of the following circumstances prevail: outbreak of war; disruption or closure of trade routes; embargoes; significant volatility in the fuel or energy market; government or regulatory intervention; or any other events whatsoever beyond our reasonable control affecting fuel or energy costs.

(f) Where the parties have entered into a separate written and signed agreement expressly governing a specific fuel-related charge, that agreement shall prevail to the extent of any inconsistency.

(g) Any queries regarding the calculation or applicability of the OFS should be directed to your designated Maersk sales representative.

12. Inland Fuel Adjustment Factor

If this Agreement provides for Inland Transport, this Clause shall apply and an Inland Fuel Adjustment Factor ("**IFAF**") shall apply to this Agreement. Notwithstanding anything to the contrary in this Agreement, the following provisions apply.

Calculation of the Inland Rates

(a) The Inland Rate applicable to each relevant container shall be equal to the sum of the Inland Haulage cost (being the Inland Haulage Export, Inland Haulage Import, or Inland Haulage Landside), **plus** the Inland Fuel cost (being the Inland Fuel Export, Inland Fuel Import, or Inland Fuel Landside),

where:

The Inland Haulage cost is a fixed USD amount as set out in the Contract Output;

The Inland Fuel cost is a USD amount which is calculated by multiplying the FAF with the Inland Haulage cost;

The IFAF is a percentage amount which varies over time in order to give effect to any changes in the fuel index(ices) (including aggregated and item-specific indices) relevant to the country(ies) in relation to which the parties have agreed the Inland Nomination. The IFAF shall be revised on a quarterly basis by reference to the fuel index(ices) to be selected at our reasonable discretion for each IFAF revision; and

"**Fuel**" includes any solid, liquid, plasma or gaseous combustible material, biofuels, fuels derived from renewable technologies, and any other existing or future fuel type used to produce energy.

By way of example only, we set out the below hypothetical rate calculations, in the below example the IFAF is reduced between Q2 and Q3:

	Inland Haulage Export (IHE)		FAF %	Inland Fuel Export (IFE)		Total Inland Price	
Q2-2022	$	500,00	30%	$	150,00	$	650,00
Q3-2022	$	500,00	24%	$	120,00	$	620,00

(b) We will revise the IFAF each calendar quarter during the Term. The revised FAF is available here. We may also communicate the revised IFAF (including the index(ices) used in such revision) to you once it has been established.

(c) Notwithstanding the foregoing, we reserve the right to carry out any ad-hoc reviews of the IFAF in our sole discretion in case of any exceptional event(s) and in such cases any changed IFAF shall come into effect on one (1) month's written notice to you.

(d) The parties may agree to have a IFAF model calculated as per customer specific terms. Any customer specific terms need to be clearly described and accepted by us. In such cases, those terms shall overrule these terms to the extent there is a conflict.

13. Value Added Services, Products, Availability, Charges and Obligations

(a) Where you:

(i) request Value Added Services ("**VAS**") outside the scope of this Agreement and beyond the agreed rates); and/or

(ii) engage in conduct or make requests that trigger additional administrative operational, or compliance efforts on our part, including, but not limited to, any the failure to comply with our instructions, procedures, systems or recommended best practices (each a "**Customer Triggered Event**"),

we shall be entitled, without the requirement for prior or contemporaneous notice, to apply and require payment of VAS and/or Behavioural Surcharges at the applicable rates, charges or fees in accordance with our Tariff, or such other amount as may be expressly agreed in writing, or an amount considered reasonable (in our sole and absolute discretion) in respect of the additional efforts provided.

Customer Triggered Events include, without limitation whatsoever:

(i) requesting any replacement, amendment or reissuance of any Transport Documents;

(ii) activities related to booking administrating, including the administration of any bookings, including the management of any payment-related issues, booking amendments, cancellations or communication outside official or designated channels;

(iii) requests relating to invoicing, including any request to issue an invoice to a legal entity other than the entity originally agreed between the parties;

(iv) equipment related issues, including container cleaning, misuse or pick-up and/or delivery at a location other than those instructed or agreed;

(v) any other failure to follow or deviation from our instructions, procedures, systems or recommended best practices that results in additional cost, risk or administrative burden; we are entitled, in our reasonable discretion and at any time without the requirement of prior or

contemporaneous notice, to require that you shall pay the applicable rates, charges or fees as per our Tariff (or other amount if agreed in writing between the parties).

(b) You may request any available VAS (a "**VAS Product**", or "**VAS Products**") through our booking platform, or by contacting your designated Maersk sales representative.

(c) Where applicable, you may request that your selected VAS Products apply to all of the Goods on specific Port Pairs as set out in the Contract Output. Each use of a VAS Product must be requested at the time of making the relevant booking.

(d) Where we are able to provide the requested VAS Products, this shall be confirmed in the Booking Confirmation. However, the availability of VAS Products is not guaranteed, and any failure by us, howsoever caused, to provide the requested VAS Product shall not constitute a breach of, or failure to perform under, this Agreement.

(e) All VAS Products shall be charged at the Tariff rates applicable at the time the relevant service is requested or the Customer-Triggered Event occurs, shall be payable in addition to the Ocean Base Rates and shall be subject to the same payment terms. The provision of all VAS Products and charges shall at all times remain subject to this Agreement and the Terms for Carriage.

14. Free Time

(a) If the parties have agreed in writing to specific and relevant Free Time terms, then those Free Time terms shall apply to this Agreement.

(b) Our Terms for Detention and Demurrage available at Terms for Detention and Demurrage | Maersk Terms are incorporated into this Agreement.

15. Tendering as Acceptance

If we send you a written offer to add a new rate, or replace an expiring rate to this Agreement for any Port Pair, you will be deemed to have accepted such offer by: (i) providing us written acceptance of such offer; or (ii) the action of you tendering any Goods to us after the date of our offer for that Port Pair.

16. Dangerous Goods

(a) Unless previously agreed in writing with respect to each specific booking or service, you shall not deliver to us, any of our Affiliates or any person acting as a Carrier in performance of this Agreement, or cause us, any of our Affiliates, or any Carrier to deal with or handle Dangerous Goods.

(b) If we agree to accept Dangerous Goods, you or someone acting on your behalf, shall give us written notice of the nature of the Dangerous Goods prior to receipt of the Goods by us, any of our Affiliates or any Carrier. The written notice shall include all information necessary for us, any of our Affiliates or any Carrier to perform its obligations in connection with the Dangerous Goods in accordance with all applicable laws, regulations, requirements or recommendations (or any combination of the foregoing), including information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage, handling and transportation of the Dangerous Goods. The Dangerous Goods must be distinctly marked with placards on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all applicable laws, regulations, requirements or recommendations.

(c) Additional charges may apply to the handling of Dangerous Goods.

(d) Dangerous Goods which have been tendered to us, any of our Affiliates or any Carrier in breach of this Clause or which, in our opinion or in the opinion of any of our Affiliates or any Carrier, constitute a risk to other goods, property, life or health may, at our sole discretion or at the sole discretion of any other person in whose custody they may be at the relevant time and without notice to you, be destroyed or otherwise dealt with at your expense and risk and without any liability on our part.

(e) If any of the Goods are likely to taint or affect other goods, or liable to cause contamination, soiling and remedial cleaning expenses to be incurred, or likely to harbour or encourage vermin or other pests, they may, without notice to you, be destroyed or otherwise dealt with at your expense and risk and without any liability on our part.

(f) In order to provide the information required by us under this Clause, we require that you prepare and send to us a Dangerous Goods Declaration in respect of each shipment that contains or may contain Dangerous Goods.

17. FMC

(a) It may be necessary for this Agreement to be filed with the United States Federal Maritime Commission (the "**FMC**"). If we, in our sole discretion, consider that it is necessary for this Agreement to be filed with the FMC, the following terms of this FMC Clause shall apply. If we do not determine that a filing with the FMC is necessary, the remainder of this FMC Clause shall not apply.

(b) Notwithstanding anything to the contrary in this Agreement, you shall be obliged to tender for carriage and we shall be obliged to accept a minimum cargo quantity of 1 FFE under this Agreement.

(c) If, for any reason whatsoever, this Agreement (including, if there is an amendment agreed by the parties to this Agreement, any such amendment) is not filed with the FMC, we reserve the right to terminate this Agreement, effective immediately. This Agreement shall automatically terminate if it is not filed with the FMC in accordance with FMC guidelines.

(d) Any of the following may constitute records supporting performance of this Agreement and may be shared with the FMC if requested:

i. Any Transport Document;

ii. Any manifest data;

iii. Any statements prepared by you relating to the cargo shipped under this Agreement or any booking made pursuant to this Agreement; and

iv. Any written communications issued by us regarding any of the above.

(e) Our representatives who will respond to a request made pursuant to 46 CFR §530.15 are available at: Regulatory Affairs, Maersk Agency U.S.A. Inc. 180 Park Avenue, Florham Park, NJ 07932, tel: +1-973-514-5000.

(f) In respect of any shipments to or from the U.S., this Agreement is subject to the U.S. Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 2022 and shall otherwise be construed and governed exclusively by the statutory and general maritime law of the United States and, to the extent not inconsistent therewith, the laws of the State of New York without regard to the choice of law rules of either. Any provision to the contrary (including any other law and jurisdiction clause in this Agreement) shall be disregarded.

(g) In case of a dispute relating to any shipments to or from the U.S. arising under this Agreement and other than disputes related to the payment of freight, which shall be handled pursuant to the law and jurisdiction clause in our or in our Affiliate's Transport Document or (if applicable) the credit agreement:

i. The dispute shall be subject to the jurisdiction of the United States District Court for the Southern District of New York;

ii. The costs and expenses of the litigation (including reasonable attorneys' fees and costs) shall be borne by the non-prevailing party; and

iii. If a Party starts an action in any other forum, such party shall be liable for any and all reasonable attorneys' fees and costs incurred by any other Party defending that action.

18. Assignment and Sub-Contracting

You may only assign any or all of your rights under this Agreement, or novate this Agreement, with our prior written consent.

We may assign or novate this Agreement, including any or all of our rights and/or liabilities under this Agreement to any Affiliate by giving public notice or informing you in any other way whatsoever.

We shall be entitled to sub-contract on any terms whatsoever the whole or any part of any services that we may provide pursuant to this Agreement.

19. Termination

(a) This Agreement may be terminated at any time during the Term by mutual consent in writing between the parties.

(b) This Agreement may be terminated immediately by either party if:

i. the other party becomes insolvent, enters into liquidation (apart from solvent liquidation for the purposes of amalgamation or reconstruction) or is dissolved or declared bankrupt or has a receiver, administrator or administrative receiver appointed over all or a substantial part of its assets, or makes a general assignment for the benefit of or enters into an arrangement with its creditors in lieu thereof, or takes or suffers similar action; or

ii. performance of this Agreement would be in breach of the sanctions laws of the European Union, United States, or any sanctions as promulgated by the United Nations Security Council and of any country to, from or through which the goods may be carried.

(c) We may terminate this Agreement immediately on written notice to you in the event that our performance under this Agreement may, in our reasonable opinion, cause us to suffer reputational harm.

(d) Either party may terminate this Agreement in the event of any breach by the other party of its confidentiality obligations.

(e) The termination rights provided for in this Termination Clause are without prejudice to the accrued rights and liabilities of the parties as at termination and the continuation of any provision intended to survive termination.

20. Renewal

The parties may enter into discussions in the final three months of the Term, with a view to agreeing terms for a renewal of this Agreement.

21. No Third-Party Rights

This Agreement is intended solely for the benefit of the parties, and nothing in this Agreement shall be construed as conferring any benefit, right or remedy on any other person, whether under the Contracts (Rights of Third Parties) Act 1999, any other statute, at common law or in equity.

22. Emissions Regulation

(a) During the Term we 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 our emissions, or any other regulation whatsoever relating to decarbonization or any other environmental concern (each an "**Emissions Regulation**").

(b) You acknowledge that Emissions Regulations may arise in any jurisdiction in which we perform activities with any of our customers and an Emissions Regulation may not yet be envisaged, implemented or in full force and effect as of the date of this Agreement.

(c) Specifically and without limitation, Shipper agrees that each of the following will be considered to be an Emissions Regulation under this Contract:

(i) Amendments to MARPOL Annex VI, introducing an Energy Efficiency Design Index (EEDI), Energy Efficiency Existing Ship Index (EEXI) and Carbon Intensity Indicator (CII), known in the industry as "the IMO 2023 regulations";

(ii) The European Union Emissions Trading System (ETS) as applicable to the shipping industry; and

(iii) The FuelEU Maritime Initiative.

(d) If at any time during the Term of this Agreement, if we are is subject to one or more Emissions Regulation(s), whether in force as of the date of this Agreement or not, you shall pay to us an amount assessed by us in our sole discretion as being the business cost of complying with that or with those Emissions Regulation(s) in performing this Agreement.

23. Container Weighing (IMO)

(a) Before any container carrying Goods is loaded onto a vessel, you shall verify to us, the Master, and the terminal representative in writing the gross mass of any such container, as required under Regulation 2, Part A, Chapter VI of the International Convention for the Safety of Life at Sea (SOLAS).

(b) If you fail to comply with the verification requirement set out at (a) above, we shall not load any affected Goods.

(c) We will charge you a fee where your failure to comply with the verification requirement set out in this Clause results in additional costs to us.

(d) We have the right to impose, in our sole discretion, a Weight Limitation. You acknowledge such right and agree that the weight of your container (or containers) carrying cargo will not exceed any such Weight Limitation. We may, in our sole discretion, allow you to exceed any applicable Weight Limitation provided you pay the applicable surcharge as notified by us. "Weight Limitation" means a

maximum weight limit for a container carrying cargo for each specific route as notified by us to the you from time to time.

24. No Waiver

Any failure by either party in exercising any right, power or privilege under this Agreement shall not constitute a waiver, nor shall any single or partial exercise preclude any further exercise of any such right, power or privilege.

25. Time Bar

(a) Any and all claims by you or any of your Affiliates arising under this Agreement shall be time barred, extinguished and deemed waived unless suit is brought within twelve months from the date on which the alleged cause of action arose.

(b) For any disputes relating to the loss or damage of any Goods, the applicable time bar shall be the time bar in the Terms for Carriage.

(c) For any disputes relating to Invoices, the applicable time bar shall be the time bar provided in Clause 42 of this Agreement.

26. Sanctions

(a) With respect to any booking made under this Agreement, you shall be responsible for and you warrant compliance with all applicable laws, rules and regulations, including, but not limited to, the sanctions laws of the European Union, United States, any sanctions as promulgated by the United Nations Security Council and of any country to, from or through which the goods may be carried, and the export control laws of any country to, from or through which the goods may be carried.

(b) You warrant that you have obtained all necessary export, re-export, and/or import licenses or permits and that we or any of our Affiliates are not required to obtain any special license or permit in connection with our or any of our Affiliates' performance hereunder.

(c) You warrant that you or any party that you endorse any Transport Document to is not a party subject to any prohibition or restriction pursuant to the sanctions laws of the European Union, United States, any sanctions as promulgated by the United Nations Security Council and of any country to, from or through which the goods may be carried, including any party identified on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or any other list of prohibited or denied parties maintained by the European Union, United States, United Nations Security Council or any other country. You also warrant that the goods are not intended to be used in the design, development or production of nuclear, chemical or biological weapons or in violation of the arms control laws of any country to, from or through which the goods may be carried. You shall indemnify and hold us and any of our Affiliates harmless to the full extent of any loss, damage, cost, expense, or liability to any person or governmental authority including lost profits, attorney's fees and court costs for any failure or alleged failure of you to comply with any applicable export and import laws and regulations of any country.

(d) You agree that we and any of our Affiliates may take any action under Article 20 of the Terms for Carriage or return any cargo carried pursuant to this Agreement to the Port of Loading at full cost to you in the event of any risk that you are in violation of the provisions of this Sanctions Clause.

(e) We and any of our Affiliates assume no liability to you or any other person for any loss or expense arising from your failure to comply with the provisions of this Sanctions Clause.

27. Jurisdiction

This Agreement and any non-contractual matters arising in connection with this Agreement shall be governed by and construed in accordance with English law and any and all disputes arising under or in connection with this Agreement, or any non-contractual matters arising in connection with this Agreement, shall be determined by the English High Court of Justice in London to the exclusion of the jurisdiction of the courts of any other country. Alternatively, and at our sole option, we may commence proceedings against you in any other court of competent jurisdiction.

28. Severability

The terms and conditions of this Agreement are severable. The invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provisions. If any provision of this Agreement is prohibited or invalid under applicable law, that provision will be ineffective only to the extent of that prohibition or invalidity.

29. Information

Information, regardless of its form or manner of delivery, , is provided by us:

(a) in good faith, but is not held out to be, nor to be taken as guaranteed, complete, accurate or timely, and no warranty, representation or undertaking is given in respect of any information;

(b) for you only, and you shall defend, indemnify and hold us harmless for any liability, loss, damage, cost or expense arising out of any other person relying on such information.

30. Information System and Electronic Data Interchange

(a) The parties may agree in a separate agreement to enable electronic exchange of information via their or a third-party's Information System.

(b) Unless otherwise expressly agreed in writing, we shall not be liable for and you shall indemnify us in respect of any loss, damage, cost or expense arising out of or in connection with us:

i. entering or sending incorrect information (or failing to enter or send information) to your or any third party's Information System;

ii. using, damaging, corrupting, losing or disclosing your or any third party's information or Information System; or

iii. using your or a third party's Information System that is defective or malfunctioning.

31. Written Notices to Maersk

Other than as stated in this Notices provision, any written notice relating to this Agreement shall be sent to us at the contact addresses and contact details listed in the Contract Output.

The contact addresses and contact details listed in the Contract Output shall not in any circumstances constitute an address for service of process, or for any formal notification of any claim, to the extent permitted by law.

For details of how to notify us of any claim, please follow our guidance at https://www.maersk.com/support/faqs/how-to-file-a-claim. Any notification given to us other than in accordance with the guidance at this link will be void.

32. Written Notices to You

We shall be deemed to have satisfied all requirements relating to service of any written notice, including service of process, provided that such notice is sent to you (i) at any of the email or physical addresses listed in the Contract Output, or (ii) at any of the emails used by you in negotiating, performing, or administering this Agreement, including but not limiting to, emails used in requesting quotes, booking shipments, issuing shipping instructions, sending or receiving invoices. If any such physical or email address has been changed, service may be made to the last business address provided to us.

You shall be deemed informed and acting in accordance with any notice sent through our customer communication channels, from the time such notices are posted on Maersk's website. We may but in no event will be forced to reiterate each such customer communication via "**Customer Advisory**" or booking platforms.

33. Confidentiality

(a) Save for as set out in this Confidentiality Clause, neither party shall, without the prior written consent of the other party, disclose any part of the terms and conditions of this Agreement, or any information obtained in the negotiation or performance of this Agreement. This confidentiality shall not apply to any information or data:

i. ordered by a competent governmental entity, agency, court, or tribunal;

ii. that is or becomes part of the public domain through no breach of this Agreement by the receiving party;

iii. deemed by us as reasonably necessary to be disclosed to Affiliates, sub-contractors, agents, employees, any other entity or person;

iv. disclosed for the purpose of collecting outstanding Charges payable under this Agreement;

v. deemed by us as reasonably necessary to be disclosed in order to promote safe and efficient operations, including information and data to any entity within the definition of Merchant, bookings, schedules, equipment, or any other matter whatsoever.

(b) All information provided or obtained in connection with the negotiation or performance of this Agreement is and shall remain the property of the party providing it.

(c) Notwithstanding anything to the contrary in this Confidentiality Clause, you hereby grant us and our Affiliates a non-exclusive, unlimited, transferable/assignable, perpetual, irrevocable, royalty-free/fully paid up and worldwide right and license to use, modify, copy, extract, store, exchange, display, market/sell, combine with other data, further develop and make derivative works as well as commercialise any data used, obtained, collected, processed or generated (directly or indirectly) by us or our Affiliates during the negotiation of or performance of this Agreement, including any information shared over any Information System ("**Customer Data**"). Such license permits us and our Affiliates to use the Customer Data in an anonymised form for any purposes whatsoever, including to permit any contractors, clients, agents or other third parties to use and do the same on our behalf or on behalf of our Affiliates. This licence shall include the right for Maersk to utilize Customer Data in anonymised form as part of its provision and improvement/further development of Maersk's groupwide service offerings (from time to time), e.g. 4PL, Control Tower and Analytics businesses. There shall be no limitations on the above right to use such your Customer Data in terms of number of users and copies etc. This perpetual license shall survive termination or expiry of the Agreement.

34. Joint & Several Liability

Any Affiliates named by you in the Contract Output and any of your or their parent companies shall be jointly and severally liable for your obligations under this Agreement, or any obligations or liabilities arising from any services provided pursuant to this Agreement.

35. General Indemnity

(a) You shall defend, indemnify and hold harmless us, our subcontractors and any of our Affiliates against all liabilities, losses, damages, costs (including the costs of investigating and defending any claims), expenses, awards and fines of whatever nature and however assumed, invoked, suffered, related to or arising from or out of:

i. the nature of the Goods;

ii. us acting in accordance with your instructions;

iii. any breach of any of the warranties or undertakings given or obligations undertaken by you under this Agreement;

iv. your negligence;

v. any duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in respect of the Goods or performance of this Agreement, and for all liabilities, payments, fines, costs, expenses, loss and damage sustained by us in connection therewith, unless caused by our negligence;

vi. us incurring any liability in excess of our liability under the provisions of this Agreement unless such liability arises from the negligence or wilful misconduct of us, our agents, servants or subcontractors.

(b)

i. You undertake that no claim shall be made against any of our Affiliates, subcontractors, agents, employees or servants which imposes or attempts to impose upon any of them any liability whatsoever in connection with the services provided under this Agreement or the Goods or both, and if any such claim should nevertheless be made, to indemnify, defend and hold us harmless against all consequences thereof including any costs incurred by us therefrom.

ii. Without prejudice to the foregoing, all such Affiliates, subcontractors, agents, employees or servants, together with all their respective subcontractors, employees, directors, officers and agents ("Relevant Third Parties") shall have the benefit of all provisions herein, as if such provisions were expressly for their benefit. In entering into this Agreement, we do so (to the extent of such provisions) not only on our own behalf, but also as agent and trustee for Relevant Third Parties.

36. Lien

We shall have a lien on any and all Goods carried by us under this Agreement for all sums payable to us under this Agreement and for general average and salvage contributions to whomsoever due. We shall also have a lien against you on any Goods for all sums due by you to us under any other contract whether or not related to this Agreement. We may exercise our lien at any time and any place in our sole discretion, whether this Agreement has terminated or not. In any event any lien shall extend to

cover the cost of recovering any sums due, and for that purpose we shall have the right to sell your Goods by public auction or private treaty, without notice to you. Our lien shall survive the termination or expiration of this Agreement, whichever is applicable.

37. Finance

(a) We will send you invoices, credit notes, or any form of billing for any Charges due under this Agreement daily, or at such intervals as we may determine in our sole discretion. Unless mandatory rules determine otherwise, invoices, credit notes and billing documents shall be made available electronically, at our website, or sent via email, at our discretion.

(b) If the applicable laws require you to acknowledge or accept such invoices, credit notes, or billing document issued by us, you shall do so promptly and in any event within two (2) business days from the date when the document was issued, except for the Charges which may have been disputed in accordance with Clause 42 of this Agreement.

(c) If the applicable laws require you to acknowledge or accept invoices, if you fail to acknowledge or accept an invoice, credit note or other billing document issued in accordance with this Finance Clause within two business days of issuance:

(i) we shall be entitled to treat the relevant Charges as immediately due and payable as invoiced, without prejudice to any other rights or remedies available to us under this Agreement or the Terms for Carriage; and

(ii) you shall indemnify and hold us harmless against all losses, liabilities, costs, expenses, damages and consequential costs, including but not limited to, administrative costs, tax costs, interest and penalties, arising out of or in connection with such failure.

(d) Except if you have valid *Credit Terms* signed with us, all payments are due immediately upon date of invoice, without any deduction, claim, deferment or set-off.

(e) Payment of any Charges shall not be effective until the amount of the payment is unconditionally and irrevocably transferred to us and at our effective disposal in cleared funds.

(f) With our prior written consent you may appoint a third party to settle Charges on your behalf (a "**Freight Agent**"). This Finance Clause shall apply to any Freight Agent. You shall remain responsible for payment of any Charges. You agree and undertake to indemnify, defend and hold us harmless for all Charges in the event of default, claim or non-payment by any Freight Agent.

(g) If particulars in the invoice are incorrect and you fail to comply with this process of disputing the invoice, you shall be liable for the correct Charges as well as any expenses incurred in connection with such failure, including penalties, interest, taxes, exchange rates, and expenses with examining, weighing, measuring or valuing the Goods.

(h) Payment of Charges to any party other than us shall not be deemed payment to us, and shall be made at your own risk.

38. Taxation

(a) The following definitions shall apply to this Agreement:

i. "**Tax or Taxes**" means any public imposition including, but not limited to, federal, state and local taxes, public duties and levies, capital gains tax, freight taxes, surtax, excise tax, transfer

tax, stamp tax, business tax, withholding taxes, customs duties, and any similar public impositions imposed, assessed or collected by or under the authority of any governmental body (whether Federal, State, Cantonal, Municipal or Local body). Tax includes any fine, penalty, interest, and any kind of additional or incidental payments related thereto.

ii. "**VAT**" means value added tax, goods and services tax, turnover tax, sales tax, use tax, and any similar tax. VAT includes any fine, penalty, interest, and any kind of additional or incidental payments related thereto.

(b) Except as otherwise stated:

i. The Charges payable pursuant to this Agreement exclude VAT and Taxes payable in respect of or in connection with the services to be provided pursuant to this Agreement. Such sums shall be paid without deduction/withholding, unless required by law and provided documentation relating to the deduction/withholding (or its remission to the relevant authority) is provided within ten business days (or as required by law) to enable the relevant Maersk entity to obtain any available credit for that amount. If such documentation is not provided, then the deducted/withheld amount shall be regarded an unpaid.

ii. Where, pursuant to this Agreement, a Party (the "**Supplier**") makes a supply to another Party (the "**Recipient**") and the Supplier is required to account for VAT in respect of that supply, the Recipient shall, subject to receiving a valid VAT invoice, pay the Supplier an amount equal to such VAT in addition to the consideration for that supply.

iii. Each Party shall pay all Taxes properly and lawfully assessed or imposed on its by competent authorities relating to this Agreement or the transactions contemplated herein and shall indemnify and keep indemnified the other Party against all liabilities, claims or proceedings resulting from failure to pay such Taxes.

iv. Each Party shall seek to obtain, and each Party shall provide reasonable assistance to the other with obtaining, any exemption or relief from Taxes or deductions/withholding which is available to the Parties.

39. Change in Taxation, Laws and Regulatory Requirements

We may at any time change the Charges to be paid pursuant to this Agreement to reflect any change in the cost of providing services pursuant to this Agreement resulting from any change in the manner or rate of taxation, law or regulatory requirement.

40. FX Rates

Any sum payable to us shall be paid in the currency provided for in the invoice prepared by us and sent to you.

Where the invoiced amount has been converted from another currency or other currencies, we will convert those sums as follows:

(a) We will convert the currency at the prevailing conversion rate at the applicable date for the service provided under the invoice. The applicable conversion date will be determined based on the billing cycle agreed between the parties; and

(b) We may apply, in our discretion, a conversion adjustment, which is calculated as a percentage of the converted sum at the percentage value set out in the table available at the following link for the relevant currency pair (see: Link to Markups table).

The conversion rates used by us are based on benchmark rates provided by third party suppliers. You hereby waive any right to contest those benchmark conversion rates.

41. Disputed Invoices

If you believe that there is any discrepancy in any invoice raised by us, you must raise this discrepancy with us in writing within six (6) months from the date of the disputed invoice.

You shall be deemed to have accepted any invoice issued by us as valid and correct, and waived any rights to dispute such invoice, unless you submit a dispute in writing through the proper channels within six (6) months from the date of the invoice.

Any disputed part of an invoice is exempted from the standard payment terms until the dispute has been settled. Once the dispute is resolved, payment, as applicable, must be made in accordance with the original due date.

42. Outstanding Invoices

If you, your Affiliates, or any Merchant (as defined in the incorporated Terms for Carriage) designated by you fail to:

(a) settle outstanding amounts by the due date; or

(b) meet, or continue to meet, our credit and/or compliance requirements (including, without limitation, assessments relating to financial standing, sanctions, and legal compliance);
we reserve the right to take any or all of the following actions:

i. withhold original documents, including Transport Documents or Goods (or both), until all overdue Charges, including collection and reminder fees and expenses, are settled and/or until all relevant credit and compliance checks are satisfactorily completed;

ii. suspend or terminate the provision of any credit that we have granted to you, howsoever arising;

iii. suspend, refuse, or cancel carriage, including any shipment;

iv. exercise any applicable right of lien over any Goods;

v. stop providing or arranging services;

vi. apply automatically and without prior notice a fixed charge on the outstanding overdue amounts;

vii. apply on any outstanding sum at the rate advised by us, or if no such rate is advised, at the annual rate of three (3) per cent above the minimum lending rate set by the national or central bank, as applicable, of the country or territory of the relevant currency for any period after each amount had become overdue, plus reasonable attorneys' fees and expenses incurred in collecting any sums due; and/or

viii. commence collection proceedings, in which case any related costs, expenses and fees shall be payable by you.

43. Remittance Advice

If settlement of any Charges is done via bank transfer or cheques, you will forward a separate remittance advice outlining which invoices are included in each payment.
In the absence of your advice to the contrary, any payment shall be applied to the oldest outstanding invoice(s).