

Scope

All offers of CEVA Freight Germany GmbH, registered business address: Herriotstraße 4, D-60528 Frankfurt am Main, (hereinafter: "we" or "CEVA") or (individual) contracts between CEVA and its customers for the provision of road, air and sea freight transports and all related services are subject to the following General Offer and Contract Terms and Conditions (hereinafter: "Terms and Conditions").

We do not accept deviating terms and conditions of the customer, unless we have expressly agreed to their validity in writing. Our Terms and Conditions also apply if we perform the service for the customer unconditionally in the knowledge of conflicting or deviating terms and conditions of the customer.

Our Terms and Conditions also apply to future (individual) contracts concluded in the course of the business relationship between the customer and us, even if we do not explicitly refer to them.

In the case of conflicts the German version of the Terms and Conditions has priority over the English version. The English version is provided only for convenience.

Section A - General section (valid for all offers and contracts)

1. Quotations from us are not to be understood as offers in the legal sense, but only as an invitation to you to submit an offer / (individual) order (hereinafter our invitation to the customer to submit an offer for simplification nevertheless referred to as an "offer") and thus is not valid as a legally binding offer. A legally binding contract is only concluded when we confirm the (individual) order of the customer in writing or start with the actual execution of the respective (individual) order. The submission of an offer does not constitute any commitment or obligation on the part of CEVA and does not constitute automatic acceptance of any contract terms made available by the customer, unless explicitly indicated by CEVA. The offer is valid subject to the availability of appropriate cargo space as well as sufficient empty equipment and assumes unchanged transport, tariff and value date ratios plus the local additional charges.

2. We operate exclusively in accordance with the German Freight Forwarders' Standard Terms and Conditions 2017 (Allgemeine Deutsche Spediteurbedingungen 2017, "ADSp 2017") and – to the extent that the logistics services we provide are not covered by the ADSp 2017 – under the Logistics General Terms and Conditions ("Logistik-AGB") dated July 2019. **In clause 23 the ADSp 2017 deviates from the statutory liability limitation in section 431 German Commercial Code (HGB) by limiting the liability for multimodal transportation with the involvement of sea carriage and an unknown damage location to 2 SDR/kg and, for the rest, the customary liability limitation of 8.33 SDR/kg additionally to EUR 1.25 million per damage and EUR 2.5 million per damage event, but not less than 2 SDR/kg.** The ADSp 2017 are available at <http://www.dslv.org> under "Publikationen".

Notwithstanding the ADSp 2017, CEVA's liability for consequential damage and pure financial loss is excluded.

Unless otherwise stipulated, the Terms and Conditions apply in addition to the ADSp 2017 as well as the Logistics General Terms and Conditions dated July 2019. In the case of conflicts, the Terms and Conditions prevail, but only insofar as the conflict exists.

3. Unless otherwise stated in our offer, this is based on the acceptance of goods that are not covered by the relevant dangerous goods regulations, in particular the ADR [European Agreement concerning the International Carriage of Dangerous Goods].

Beyond that, monies and securities, prototypes, jewellery, gemstones and works of art, personal effects, removals, perishable foodstuffs, live animals and plants, as well as motor vehicles, are also excluded from the carriage.

If dangerous goods are the subject of the order, the customer is obligated to provide CEVA with the necessary documents before the respective booking. If the customer does not fulfil this obligation, the customer is responsible for all the resulting negative consequences and in particular must bear all resulting costs, for example because of a delay in the transport.

4. Freight billing takes place, unless otherwise stated, in EUROS. If conversion into another currency and / or from another currency into Euro is required, this conversion shall be made, for sea freight, on the basis of the exchange rates published on the day of departure and, for air freight, on the basis of the exchange rates published on the day of settlement at www.xe.com unless a different conversion rate has been agreed between the parties individually.

5. If a contract between CEVA and the customer enters into force, the offer number stated in our offer, if listed there, must be included in the respective orders. Any missing or incorrect specification of the offer number may result in additional costs for the customer.

6. If a contract is established on a continuing basis, each party is entitled to terminate the contract with a notice period of 3 months, unless otherwise agreed.

7. We are entitled to use subcontractors and other third parties to provide services. If we have not offered a specific freight forwarder ("carrier"), the shipment will be made via carriers of our choice. All Incoterms mentioned and used in the offer and/or (individual) order are Incoterms in the "Incoterms 2010" version. The mention of an Incoterm or any other trade term in the offer and/or (individual) order shall not cause CEVA to assume the obligations of the seller or buyer under Incoterms or other trade terms.

8. The delivery times or other transit times stated in the offer are based on information provided by the carrier and are not binding. There is therefore no liability of CEVA in case of exceeding the transit times (in particular not for substitute transports, e.g. air freight instead of sea freight). Liability for any delays at the airport/port of departure, at the airport/port of arrival or during the journey, as well as changes in take-off/sail date, routes, specified vessels/flights, ports/airports, unplanned or additional stops or cargo closing deadlines shall also not be accepted. In addition, there is no liability on the part of CEVA if a carrier refuses to perform the transport - even after confirmation of the order by CEVA to the customer.

All transit times are understood as E.T.A. = estimated time of arrival, E.T.D. = estimated time of departure, and E.T.S. = estimated time of shipping.

9. Unless otherwise agreed, the basis for calculating the price of the customer's shipment is either the actual (effective) weight or the space, which the consignment in the respective means of transport (plane, truck, ship) requires (chargeable weight or volume weight). The respective larger weight number is the basis for the calculation of the freight rate as the chargeable weight. The volumetric weight determined by the formulas below is thus compared with the actual weight of the consignment. The basis of the price calculation is the respective higher value of both weights. If the volume weight is greater, this is used to calculate the prices. If the actual weight is higher, this is the basis of the price calculation.

Depending on the means of transport, the chargeable weight/volume weight is calculated according to the following factors:

Air freight:

We calculate the volume weight according to the IATA formula for an air freight shipment as follows:

$\text{Length (in cm)} \times \text{width (in cm)} \times \text{height (in cm)} / 6000 = \text{volume weight (in kg)}$. This means 1 cbm equals 167 kg.

Truck:

Unless otherwise stated, we calculate the volumetric weight for truck transport on the basis of: $1 \text{ cbm} = 330.00 \text{ kg}$, i.e. $\text{length (m)} \times \text{width (m)} \times \text{height (m)} = \text{cbm} \times 330 \text{ kg}$.

Sea freight:

The volume weight for ocean transport is always calculated on the basis of: $1 \text{ cbm} = 1,000.00 \text{ kg}$, i.e. $\text{length (m)} \times \text{width (m)} \times \text{height (m)} = \text{cbm} \times 1,000 \text{ kg}$.

10. The prices offered do not include VAT and are based on the shipment structure and volume data provided by the customer. If VAT applies, it will be shown separately in the invoice in the amount valid on the day of invoicing. Unless otherwise stated in the offer or unless individual rates have been agreed with respect to the additional charges, costs for customs inspection, waiting times, storage fees and levies, etc. are calculated after disbursement. The prices quoted are, unless we have agreed otherwise with the customer, excluding goods transport insurance. We cover these at the customer's expense only upon its express written request. In particular, if we extend or reduce the performance requirements of the customer, change the shipment structure data, the volume and/or the time specifications, we will make appropriate price adjustments in consultation with the customer. Carrier surcharges (e.g., fuel or security surcharge) or fees at sea or airports are v.a.t.o.s. (valid at time of shipment) and charged to the customer. If, after conclusion of the contract, taxes, duties, freight, fees or other costs that affect the price of our services are increased or newly introduced or costs are incurred beyond our control, we may increase the prices for our services accordingly or the corresponding costs pursuant to disbursement to the customer. CEVA is entitled to introduce Peak Season Surcharges, if necessary.

If the subject of carriage comprises dangerous goods or other goods for which there are special regulations for carriage or storage, perishable goods or "offsize" packages, unless otherwise stated in the offer, increased prices shall be agreed between the parties prior to the performance of the transport. If the customer is not a "known consignor" approved by the Federal Office of Civil Aviation or if it does not prove this in a suitable manner, the customer shall bear the additional costs possibly resulting therefrom.

11. Unless otherwise stated in our offer or otherwise agreed, the following billing and payment rules shall apply:

Air freight (import): Billing upon delivery at the consignee
Air freight (export): Billing upon departure of the main carriage

Sea freight (import): Billing pre-carriage and main carriage upon departure of the main carriage; billing on-carriage upon delivery at the consignee
Sea freight (export): Billing pre-carriage and main carriage upon departure of the main carriage; billing on-carriage upon delivery at the consignee

Payment terms: 10 days after invoice date

If any customs duties and / or import sales tax are handled via CEVA, such costs will be billed on a daily basis. The customer must reimburse the amount paid plus a commission of 2% of the amount expended within a maximum of 7 days after invoice date.

12. The customer is obliged to assist us in carrying out the contractually assumed obligations. In particular, the customer shall inform us in good time about all security-relevant and all other factors and data influencing the performance of the contract, in particular the number, type, weight and size of the goods to be handled and any special features of the goods (for example, the centres of gravity). It must also check all information contained in the documents sent by CEVA to ensure that they are correct and immediately notify CEVA of wrong information.

Prior to our commencement of service, approvals / permissions must be obtained by the party to the contract, whose area of responsibility is covering such approval / permission. The customer must clearly and permanently provide the goods to be processed with the necessary marks for the proper handling.

We are under no obligation to check the accuracy of any documents, permits or loading instructions (hereinafter "Documents") received from the customer or any third party attributable to the customer. In particular, we are under no obligation to verify the authenticity of signatures and the power of representation of the undersigned. This does not apply if we receive substantiated indications that create doubts about the accuracy of the Documents.

13. Compliance with the customs, tax, or other legal and official regulations on the import and export of goods to / from the Federal Republic of Germany or the EU, in particular the obtaining of permits, is the customer's responsibility. If we accept full or partial customs clearance after explicit prior agreement, we will only act as a servant of the customer. The customer remains obliged to fully settle any customs duties, taxes, duties, contributions or similar obligations. In case of any claims for the aforementioned amounts, the customer is obliged to exempt us from this obligation to pay upon the first request.
14. Force majeure events for the purposes of these conditions include, for example, labour disputes / strikes, war, embargo, fire, transport obstacles, IT hacker attacks, overcrowding / congestion in ports, "slow steaming", unavailability / closure of routes, governmental and administrative offences / or government measures and natural disasters. They suspend our performance obligations for the period of their duration, plus a reasonable restart time and taking into account the extent of their impact. This also applies if we are in default. We will notify the customer immediately about the occurrence of a case of force majeure and the expected duration of the impediment.
15. CEVA's policy prohibits directly or indirectly engaging in or facilitating activities and transactions with Iran, Cuba, Syria, and North Korea ("Sanctioned Countries"). The prohibited activities include shipping and warehousing activities such as labeling, picking, packing, and loading goods that are shipped to or from Sanctioned Countries. Customer agrees that the services do not obligate CEVA or its affiliates to perform any transactions related to Sanctioned Countries, and agrees that it will not request or cause CEVA or its affiliates to perform any such transactions. CEVA shall have the right to reject any request for service, new service, or change in scope which include such prohibited activities.
16. The law of the Federal Republic of Germany applies in each case - even for sections of a multi-modal transport. The validity of applicable mandatory international transport codifications (e.g., CMR, Montreal Convention for the Unification of Certain Rules for International Carriage by Air, Hague-Visby Rules) remains unaffected.
17. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Frankfurt / Main, Germany. However, we reserve the right to sue the customer at its general place of jurisdiction. The international jurisdiction of other courts under mandatory international transport codifications applicable to the contract remains unaffected.
18. Should individual provisions of the contract concluded between the customer and us be or become invalid or void, the validity of the remaining provisions shall not be affected. The parties shall replace the ineffective or void provision by a provision which comes closest to the economic purpose of the invalid or void provision in a legally effective manner. The above provision applies accordingly in the event of regulatory gaps. Should individual clauses of these Terms and

Conditions be or become invalid, §§ 306 (1) and (2) German Civil Code shall apply, notwithstanding the foregoing.

Section B - Special provisions for maritime transport

1. The acceptance or return of empty containers takes place on the instructions of the shipping company at the expense of the customer. Containers shall be handed back swept clean, in the same condition as before shipment and free from odours. Any costs incurred for cleaning and / or repair will be borne by the customer.
2. Rebooking and cancellation costs for already arranged consignments / containers shall also be borne by the customer.
3. The advance or follow-up costs apply from / to the next empty container depot of the shipowner used. Unless otherwise agreed, any pick-up or drop-off costs are not included in the offer and will be calculated and invoiced pursuant to disbursement.
4. Availability of empty containers in the inland depot as well as acceptance of empty containers in the inland depot is not guaranteed and depends on the acceptance of the shipowner.
5. Surcharges of the shipping companies used by CEVA due to the exceeding of the maximum allowable goods value and the maximum container load limits shall be reimbursed by the customer.
6. The customer is obliged to determine the final weight of the containers (Verified Gross Mass, VGM) and to transmit it to CEVA as early as possible, but no later than the time stated in the CEVA booking confirmation. If the customer does not fulfil this obligation, customer shall bear the costs for the determination of the VGM by CEVA as well as the consequential costs resulting from the lack of timely transmission of the VGM.
7. Pyramid Lines Limited
Where overseas transport is organized by CEVA as a "Non Vessel Operating Common Carrier" ("NVOCC"), CEVA acts as an intermediary for and on behalf of and as an "agent" of Pyramid Lines Limited.

The terms and conditions of Pyramid Lines Limited ("Pyramid Lines Terms and Conditions") and any other terms of the bill of lading issued by Pyramid Lines Limited and the Pyramid Lines tariff apply to all overseas shipments operated by Pyramid Lines Limited as carrier, otherwise this terms and conditions apply. Pyramid Lines terms and conditions are available online at <http://pyramidlines.com/>.

THE CUSTOMER IS HEREBY INFORMED THAT PYRAMID LINES TERMS AND CONDITIONS INCLUDE LIABILITY RESTRICTIONS AND EXCLUSIONS ON THE PART OF PYRAMID LINES LIMITED.

Section C - Special provisions for air transport

1. For air freight, - as far as possible and as much as legally permissible - the conditions printed on the back of the Airway Bill apply in priority, otherwise these Terms and Conditions apply.
2. Regulation (EC) No 300/2008 and Implementing Regulation (EU) 2015/1998 and its subsequent / implementing Regulations require security checks to be carried out on air freight shipments in order to exclude the presence of prohibited articles.

The customer agrees that the air freight shipments can be X-rayed as part of a required security check.

However, if X-ray procedures are not available for these security checks, or if the X-ray procedure does not provide a sufficient result for the security check (for example, "Dark Alarm"), it will be necessary and advisable to open air freight shipments for inspection. Otherwise, the air freight shipment will be rejected.

In view of the foregoing, the customer agrees that the packaging(s) of all air freight shipments, which CEVA clears for export on its behalf from Germany, may be opened for the purpose of carrying out the security check.

Special measures to be taken regarding opening as well as resealing or repackaging are not taken into account by CEVA. Special instructions with regard to opening, resealing or repackaging will be given by the customer separately to CEVA case-by-case.

The customer hereby waives any claims for damages against CEVA due to the X-raying of the shipments, the opening and closing of the packaging as well as possibly repackaging of the air freight shipments, within the scope of the prescribed security control. This does not apply if damage to the shipment has arisen in the X-raying, the opening and closing of the packaging or repackaging due to gross negligence or intent on the part of CEVA or its vicarious agents. The

customer is aware that any existing corrosion protection may be impaired by the opening.

The customer is also aware that due to / when carrying out a security check, the Federal Police may initiate official measures that may lead to a delay in transport and that CEVA is not liable to the customer for this.

The costs incurred in connection with a security check must be reimbursed to us by the customer.