

Scope of application

All offers of CEVA Logistics Switzerland GmbH, registered business address: Oberfeldstrasse 14, CH-8302 Kloten, (hereinafter: "we" or "CEVA") or (individual) contracts between CEVA and its customers for the provision of road, air and sea freight transportation and all related services are based on the following General Terms and Conditions of Offer and Contract (hereinafter: "Terms and Conditions").

We do not recognize deviating terms and conditions of the customer unless we have expressly agreed to their validity in writing. Our terms and conditions shall also apply if we perform the service for the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.

Our terms and conditions shall also apply to future (individual) contracts concluded within the scope of the business relationship between the customer and us, even if we do not expressly refer to them.

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

- Offers from us are not to be understood as offers in the legal sense, but only as an invitation to the customer to submit an offer/(individual) order (in the following, our invitation to the customer to submit an offer is nevertheless referred to as an "offer" for the sake of simplicity) and is therefore not considered a legally binding offer. A legally binding contract is only concluded when we confirm the customer's (individual) order in writing or begin with the actual execution of the respective (individual) order. The sending of an offer does not constitute any obligations or liabilities on the part of CEVA and does not constitute automatic acceptance of any contractual conditions provided by the Customer, unless explicitly indicated by CEVA. The offer is subject to the availability of appropriate loading space and sufficient empty equipment and assumes unchanged transportation, tariff and value date conditions plus the usual local additional charges.
- We will then carefully check the order placed, but are not obliged to check the contents of transport containers or consignments, nor to carry out weight or dimensional checks. If any ambiguities are discovered by chance, these must be clarified with the customer.
- We work exclusively on the basis of the General Terms and Conditions (2005) of SPEDLOGSWISS, latest version or the currently valid version, - Association of Swiss Freight Forwarding and Logistics Companies ("AB SPEDLOGSWISS", available at [https://www.spedlogswiss.com/media/81B7B697-155D-5880-038E108588E8A719/AB%20SPEDLOGSWISS%20\(2005\)%20deutsch%20v155830742.pdf](https://www.spedlogswiss.com/media/81B7B697-155D-5880-038E108588E8A719/AB%20SPEDLOGSWISS%20(2005)%20deutsch%20v155830742.pdf)) and - insofar as these do not apply to the provision of logistics services - in accordance with the Swiss Code of Obligations, with the proviso that between CEVA and the Customer the scope of the liability for damages is limited in accordance with OR Article 447 paragraph 3, insofar as legally permissible, to the value of the goods at the place and time of their acceptance for transportation, up to a maximum of 8.33 special drawing rights per kg effective freight weight of the damaged or lost goods. The maximum total liability per event is 20,000 special drawing rights. Damage resulting from delay in delivery or damage or partial loss of the goods shall only be compensated by the carrier if liability for this has been agreed in writing. In this case, the carrier's liability shall not exceed the amount of the agreed freight charge. If the carrier performs pure transshipment activities in his function as warehouse keeper, he shall only be liable for delays, incorrect unloading and loading, empty freight, demurrage of any kind, loss of a booking, repacking, etc., if liability for this has been agreed in writing. If liability for damage resulting purely from transshipment activities has been agreed in writing, the carrier shall be liable up to a maximum of CHF 2,500.00 per event (=uniform cause of damage, even in the case of several shipments per order). In any case, CEVA shall not be liable for the natural condition of the goods, the fault of the consignor or the consignee or unavoidable events. Furthermore, liability for slight negligence on the part of the carrier is excluded. If the Swiss Code of Obligations applies to multimodal transportation, CEVA's liability shall be limited in accordance with Article 447 paragraph 3 of the Swiss Code of Obligations as described above. The AB SPEDLOGSWISS can be found at <https://www.spedlogswiss.com/deCH/verband/ab-spedlogswiss.htm> under "Association".

Contrary to the AB SPEDLOGSWISS, CEVA's liability for consequential damage (to goods) and pure financial loss is excluded.

Unless otherwise agreed, these terms and conditions apply in addition to the SPEDLOGSWISS GTC. In the event of contradictions, these terms and conditions shall take precedence, but only insofar as the contradiction exists.

- Unless otherwise stated in our offer, this is based on the acceptance of goods that do not fall under the relevant dangerous goods regulations, in particular the ADR, IMDG, IATA DG.

In addition, paper for printing money, money and securities, credit and debit cards, checks, stamps, tickets, prototypes, jewelry, precious stones and works of art, personal effects, removal goods, perishable food, live animals and plants, motor vehicles, human organs, blood and mortal remains, unless they are transported by air, as well as shark fins, plants and creatures on the CITES list are excluded from carriage in any case.

If dangerous goods are the subject of the order, the Customer is obliged to provide CEVA with the documents required in this respect prior to the respective booking. If the Customer fails to comply with this obligation, it shall be responsible for all negative consequences resulting therefrom and shall in particular bear all costs resulting therefrom, for example due to a delay in transportation.

- Unless otherwise stated, freight invoicing shall be in CHF. Sofern dazu eine Umrechnung in eine andere Währung und/oder von einer anderen Währung in CHF erforderlich ist, so erfolgt diese Umrechnung in der Seefracht und in der Luftfracht auf Basis der am Tag der Abrechnung unter www.xe.com veröffentlichten Umrechnungskurse, zzgl. Risikoaufschläge, sofern nicht zwischen den Parteien individuell ein anderer Umrechnungskurs vereinbart worden ist.
- If a contract is concluded between CEVA and the Customer, the quotation number stated in our quotation, if listed there, must be included in the respective orders. Any additional costs resulting from a missing or incorrect quotation number shall be borne by the customer.
- If a long-term contract is concluded, each party is entitled to terminate the contract with a notice period of 3 months, unless otherwise agreed.
- We are entitled to use subcontractors and other third parties for the provision of services. If we have not offered a specific carrier, loading shall be carried out on carriers of our choice. All Incoterms mentioned and used in the offer and/or (individual) order are Incoterms in the version of "Incoterms 2020". The mention of an Incoterm or other trade term in the offer and/or (individual) order does not imply that CEVA assumes the obligations of the seller or buyer under Incoterms or other trade terms.
- The delivery times or other transit times stated in the offer are based on information provided by the Carrier and are not binding. CEVA shall therefore not be liable in the event that transit times are exceeded (in particular not for substitute transportation, e.g. air freight instead of sea freight). No liability is accepted for any delays at the airport/port of departure, the airport/port of destination or during the voyage, or for changes to departure days, routes, named ships/flights, ports/airports, unplanned or additional stops or loading deadlines. CEVA is also not liable if a carrier refuses to carry out the transportation - even after CEVA has confirmed the order to the customer. All transit times are E.T.A. = estimated time of arrival; E.T.D. = estimated time of departure; E.T.S. = estimated time of shipping.
- Unless we have agreed otherwise, the basis for calculating the price for the customer's shipment is either the actual (effective) weight or the space required by the shipment in the respective means of transportation (aircraft, truck, ship) (chargeable weight or volume weight). The higher weight figure is the chargeable weight and forms the basis for calculating the freight rate. The volumetric weight determined according to the formulas below is therefore compared with the actual weight of the shipment. The price calculation is based on the higher value of the two weights. If the volumetric weight is greater, this is used as the basis for calculating the prices. If the actual weight is higher, this is the basis for the price calculation.

The chargeable weight/volume weight is calculated for each means of transport according to the following factors:

Air freight:
We calculate the volume weight according to the IATA formula for an air freight shipment as follows:
$$\text{Length (in cm)} \times \text{width (in cm)} \times \text{height (in cm)} / 6000 = \text{volumetric weight (in kg)}.$$

This means that 1 cbm corresponds to 167 kg.

TRUCK:
Unless otherwise stated, we calculate the volumetric weight for a truck transport on the basis of: 1 cbm = 330.0 kg, i.e. $\text{length (m)} \times \text{width (m)} \times \text{height (m)} = \text{cbm} \times 330 \text{ kg}.$

Sea freight:
We always calculate the volumetric weight for sea transportation on the basis of: 1 cbm = 1,000.0 kg, i.e. $\text{length (m)} \times \text{width (m)} \times \text{height (m)} = \text{cbm} \times 1,000 \text{ kg}.$
- The prices quoted do not include VAT and are based on the shipment structure and volume data provided by the customer. If VAT is incurred, it will be shown separately on the invoice at the rate applicable on the date of invoicing. Unless otherwise stated in the offer and unless individual rates have been agreed with regard to ancillary charges, costs for customs inspection, waiting times, storage and demurrage charges and demurrage/detention will be charged on a time and material basis. Unless we have agreed otherwise with the customer, the prices quoted are exclusive of goods transportation insurance. We shall only cover this at the customer's expense at the customer's express written request. We will make appropriate price adjustments in consultation with the customer, particularly if the customer's service requirements are expanded or reduced, or if

the shipment structure data, volume and/or time requirements change. Surcharges (e.g. fuel or security surcharge) of carriers or fees at seaports or airports will be passed on to the customer v.a.t.o.s. (valid at time of shipment). If taxes, customs duties, freight charges, fees or other costs that affect the price of our services are increased or newly introduced after the conclusion of the contract or if costs are incurred that are beyond our control, we may increase the prices for our services accordingly or charge the corresponding costs to the customer in accordance with the display. CEVA is entitled to charge seasonal surcharges if necessary.

If the subject of the transport is hazardous goods or other goods for whose transport or storage special regulations exist, perishable goods or "off-size" packages, increased prices shall apply, unless otherwise stated in the offer, which shall be agreed between the parties before the transport is carried out.

If the customer is not a "known consignor" approved by the Federal Office of Civil Aviation FOCA or if the customer does not provide suitable proof of this, the customer shall bear any resulting additional costs.

12. Unless otherwise stated in our offer or otherwise agreed, the following billing and payment conditions apply:

Air freight (import): Billing with delivery to the recipient

Air freight (export): Settlement at the time of departure of the main leg

Sea freight (import): Billing with delivery to the recipient

Sea freight (export): Settlement with shipment of the main leg;

Payment term: 30 days from the date of invoice. From the date of default, 1.2% interest on arrears is owed per month commenced.

If any customs duties and/or import sales tax are processed via CEVA, these costs shall be invoiced to the Customer on a daily basis; the Customer shall reimburse the amount paid plus a commission of 2.5% of the amount paid within 7 days of invoicing at the latest.

13. The customer is obliged to support us in the execution of the contractually assumed obligations. In particular, the Customer shall inform us in good time of all safety-relevant and all other factors and data influencing the execution of the contract, in particular the number, type, weight and size of the goods to be handled and any special characteristics of the goods (e.g. weight centers). The Customer must also check the accuracy of all information in the documents provided by CEVA and notify CEVA immediately of any incorrect information.

Unless otherwise agreed, the initial loading of the means of transport and transport containers is the responsibility of the customer and the final unloading is the responsibility of the consignee. If the chauffeur assists with the first loading or last unloading or if he carries out this manipulation alone at the express request of the customer or consignee, he shall be regarded as an auxiliary person of the customer or consignee.

Approvals must be obtained prior to our commencement of performance by the party to the contract in whose area of responsibility the approval falls. The customer must clearly and permanently mark the goods to be handled with the markings required for proper handling.

We are not obliged to check the accuracy of documents, permits or loading instructions (hereinafter referred to as "documents") which we have received from the customer or third parties attributable to the customer. In particular, we are not obliged to check the authenticity of signatures or the power of representation of the signatory. This shall not apply if we receive reasonable indications that raise doubts as to the accuracy of the documents.

14. Compliance with customs, tax or other legal and official regulations concerning the import and export of goods to/from the Swiss Confederation or the EU, in particular the obtaining of appropriate permits, is the responsibility of the customer, unless mandatory regulations apply.

If we undertake customs clearance in whole or in part following express prior agreement, we shall only act as the customer's vicarious agent. The customer shall remain obliged to compensate us in full for any customs duties, taxes, levies, contributions or the like. In the event of any claim for the aforementioned amounts, the customer shall be obliged to indemnify us against this payment obligation upon first request.

15. Cases of force majeure for the purposes of these terms and conditions include, for example, labor disputes, war, embargo, pandemics (e.g. COVID-19), fire, transport obstacles, IT hacker attacks, overcrowding/overloading in ports, "slow steaming", non-operation/closure of routes, official and/or government measures, natural disasters. They shall interrupt our performance obligations for the period of their duration plus a reasonable start-up time and the extent of their effect. This shall also apply if we are in default. We shall notify the customer immediately of the occurrence of a case of force majeure and the expected duration of the hindrance.

16. CEVA's policies prohibit directly or indirectly engaging in, supporting or participating in activities and transactions with Iran, Cuba, Russia, Belarus, Syria and North Korea ("Sanctioned Countries"). The Prohibited Activities include transportation and warehousing activities such as labeling, picking, packing and loading of goods delivered to or from the Sanctioned Countries. The Customer

agrees (i.) that the Contractual Services do not obligate CEVA or CEVA's Affiliates to perform any activities related to the Sanctioned Countries and (ii.) that it will not request or cause CEVA or CEVA's Affiliates to perform such activities. CEVA shall have the right to refuse orders, requests for new services or changes in services that involve such prohibited activities.

17. Swiss law applies in each case - also for sections of a multimodal transport. The validity of applicable mandatory international codifications of transport law (e.g. CMR, CIM, CMNI, Montreal Convention for the Unification of Certain Rules for International Carriage by Air, Hague-Visby Rules) remains unaffected.
18. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Kloten (Switzerland). However, we reserve the right to sue the customer at his general place of jurisdiction. Swiss law shall apply. The international jurisdiction of other courts according to mandatory international transportation law codifications applicable to the contract remains unaffected.
19. Should individual provisions of the contract concluded between the customer and us be or become invalid or void, this shall not affect the validity of the remainder of the contract. The parties shall replace the invalid or void provision with a provision that comes closest to the economic sense and purpose of the invalid or void provision in a legally effective manner. The above provision shall apply accordingly in the event of loopholes. Should individual clauses of these terms and conditions be or become invalid, Art. 20 para. 2 of the Swiss Code of Obligations shall apply in deviation from the above.

Section B - Special provisions for sea transportation

1. The acceptance or return of empty containers is carried out on the instructions of the shipping company at the expense of the customer. Containers must be returned swept clean, in the same condition as before shipment and free of odors. Any cleaning and/or repair costs incurred shall be borne by the customer.
2. The customer shall also bear the costs of rebooking and canceling shipments/containers that have already been ordered.
3. The pre-carriage and on-carriage costs apply from/to the nearest empty container depot of the shipping company used. Unless otherwise agreed, any pick-up or drop-off costs are not included in the offer and will be calculated and invoiced according to the display.
4. Availability of empty containers in the inland depot and acceptance of empty containers in the inland depot is not guaranteed and depends on the acceptance of the shipping company used.
5. Surcharges of the shipping companies used by CEVA due to exceeding the respective maximum goods values free of surcharges as well as 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 at the latest by the time stated in the CEVA booking confirmation. If the Customer fails to comply with this obligation, he shall bear the costs for the determination of the VGM by CEVA as well as the consequential costs incurred due to the failure to transmit the VGM in due time.
7. All services not mentioned in the offer are charged according to the standard tariff of Pyramid Lines Singapore Pte. Ltd. This is available at: <https://www.cevalogistics.com/en/germany-tc> and at <https://www.pyramidlines.online/>.

8. Pyramid Lines Singapore Pte. Ltd.
If CEVA organizes the overseas transport via "Non Vessel Operating Common Carrier" ("NVOCC"), CEVA acts as agent for and on behalf of and as agent of Pyramid Lines Singapore Pte. Ltd.

The general terms and conditions of Pyramid Lines Singapore Pte. Ltd. ("**Pyramid Lines Terms and Conditions**") and any other terms and conditions of the bill of lading issued by Pyramid Lines Singapore Pte. Ltd. and the Pyramid Lines Tariff shall apply to all overseas transportation carried out by Pyramid Lines Singapore Pte. Ltd. as carrier, and these Terms and Conditions shall otherwise apply. The Pyramid Lines Terms and Conditions are available online at www.pyramidlines.online.

THE CUSTOMER IS ADVISED THAT THE PYRAMID LINES TERMS AND CONDITIONS CONTAIN LIMITATIONS AND EXCLUSIONS OF LIABILITY ON THE PART OF PYRAMID LINES SINGAPORE PTE. LTD. CONTAINED.

Section C - Special provisions for air transportation

1. In air freight traffic, the conditions printed on the back of the Airwaybill shall take precedence - insofar as this is actually and legally possible and permissible - otherwise these conditions shall apply.

2. The Implementing Regulation (EU) 2015/1998 and its subsequent/implementing regulations require security checks to be carried out on air freight shipments in order to rule out the presence of prohibited items.

The customer agrees that air freight shipments may be x-rayed as part of a necessary security check.

However, if no X-ray procedure is possible for these security checks or if the X-ray procedure does not provide a sufficient result for the security check (e.g. in the case of a "dark alarm"), it is necessary and advisable to open air freight consignments for inspection. Otherwise, the air freight consignment would have to be rejected.

With knowledge of the above, the Customer agrees that the packaging(s) of all air freight shipments which CEVA handles on its behalf for export from Germany may be opened for the purpose of carrying out the security check.

CEVA does not have to observe any special behavioral measures with regard to opening as well as resealing or repackaging. The Customer shall give CEVA special instructions regarding opening, resealing or repackaging in individual cases.

The Customer hereby waives any claims for damages against CEVA which may arise as a result of the X-ray of the shipments, opening and closing of the packaging and, if applicable, repackaging of the air freight shipments within the scope of the prescribed security check. This shall not apply if damage to the consignments caused by X-raying, opening and closing the packaging or repackaging is 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 opening.

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

The customer shall reimburse us for any costs incurred in connection with a security check.