

****GENERAL TERMS AND CONDITIONS****

****Seawings nv****, a limited liability company established under the laws of Curaçao, with its registered office in Willemstad, Curaçao, registered in the Trade Register of the Chamber of Commerce and Industry of Curaçao under number 49275, hereinafter referred to as "forwarder" and/or "freight forwarder".

****AS FORWARDER AND LOGISTICS AGENT****

Applicability

****Article 1.****

1. These general terms and conditions apply to any form of service performed by the forwarder. Within the context of these general terms and conditions, the term forwarder should not be understood solely as the forwarder as defined in Book 8 of the Civil Code of Curaçao. The party that instructs the forwarder to perform actions and activities is considered the client of the forwarder, regardless of the agreed payment method.

2. With respect to the actions and activities such as those of shipbrokers, stevedores, carriers, insurance agents, storage and supervision companies, etc., carried out by the forwarder, the customary conditions in the relevant trade or the conditions declared applicable shall also apply.

3. The forwarder may at any time declare provisions from the terms and conditions established by third parties with whom he has entered into agreements to carry out the assignments given to him as applicable.

4. The forwarder may have his assignments and/or the associated activities carried out by third parties or employees of third parties. Insofar as these third parties or their employees bear legal liability towards the client of the forwarder, it is stipulated on their behalf that they will be considered to be exclusively in the service of the forwarder when performing the activities for which the forwarder engages them. All provisions (including) concerning non-liability and limitation of liability, as well as indemnity of the forwarder as described herein, apply to these persons.

5. Instructions for delivery under cash on delivery, against a bill of exchange, etc., are considered forwarding work.

Agreements

****Article 2.****

1. All offers made by the forwarder are non-binding.

2. All quoted and agreed prices are based on the rates, wages, social security costs, and/or other statutory provisions, freight and exchange rates applicable at the time of the offer or agreement.

3. In the event of a change in one or more of these factors, the quoted or agreed prices will be adjusted accordingly and retroactively to the time the change occurred. The forwarder must be able to prove the change(s).

****Article 3.****

1. Unless otherwise stipulated, the contract prices do not include (among others): postage costs, fax, telegram and telephone costs, stamps, import duties and excise duties, statistical levies, consular and legalization costs, customs formalities, costs for preparing shipping documents and bank guarantees, costs for weighing, measuring, counting, sampling, and repairing, crane costs, additional costs for handling heavy items, insurance premiums, all extra costs such as storage costs and dock fees for shipments that miss a connection, as well as waiting time for delays or disruptions of ships, trucks, or other transport, rental of tarpaulins, overtime, costs for work in the evening, night, on Saturday afternoon, Sunday, and public holidays, and costs for providing security and transportation of personnel.

2. If the forwarder applies all-in or fixed rates, these rates are deemed to include all costs that are borne by the forwarder during the normal handling of the assignment.

3. Unless otherwise stipulated, all-in or fixed rates do not include: duties, taxes, and levies, consular and legalization costs, costs for preparing bank guarantees, and insurance premiums.

4. For work of a special nature, unusual work, or work that requires an extraordinary amount of time or effort, a reasonable surcharge may be calculated at any time.

****Article 4.****

1. If the loading and/or unloading time is insufficient—regardless of the cause—all resulting costs, such as waiting time, etc., will be borne by the client, even if the forwarder has accepted the bill of lading and/or charter party from which the additional costs arise without protest.

2. Costs of an exceptional nature and higher wages incurred when carriers, on the basis of a provision in the transport documents, load or unload goods in the evening, night, on Saturdays, or on Sundays or public holidays, are not included in the agreed prices unless expressly stipulated. Such costs will therefore be reimbursed by the client to the forwarder.

****Article 5.****

1. Insurances of any kind are only arranged upon specific written instructions and at the expense and risk of the client. The risks to be insured must be clearly stated. A mere mention of the value is not sufficient.

2. If the forwarder has taken out insurance in his own name, he is only obliged—if requested—to transfer his claims against the insurer to his client.

3. The forwarder is not responsible for the choice of the insurer and their payment capacity and/or solvency.

4. When the forwarder uses cranes and other such equipment to carry out his assignments, he has the right to take out insurance at the expense of the client to cover the forwarder's risk from the use of such equipment.

****Article 6.****

1. Unless otherwise agreed in writing, providing the forwarder with data required for customs formalities implies an assignment to carry out these formalities. It implies, in any case, a power of attorney to clear the goods.

Performance of the agreement

Article 7.

1. If the client has not given specific instructions with his assignment, the method and route of transport are at the forwarder's discretion, and the forwarder may at any time accept the documents customarily used by the companies with whom he enters into agreements to carry out his assignments.

Article 8.

1. The client ensures that the goods are presented at the agreed place and time.
2. The client ensures that the documents required for receipt and dispatch, as well as the instructions, are in the possession of the forwarder in a timely manner.
3. The forwarder is not obliged but is entitled to verify whether the specifications provided to him are correct and complete.
4. In the absence of documents, the forwarder is not obliged to receive against a guarantee. If the forwarder provides a guarantee, he is indemnified by his client against and from all consequences thereof.

Article 9.

1. All actions such as inspection, sampling, weighing, counting, measuring, etc., and receiving goods subject to appraisal by an expert appointed by the court, take place only upon specific instructions from the client and after reimbursement of the costs thereof.
2. Nevertheless, the forwarder is entitled, but not obliged, on his own authority and at the expense and risk of the client, to take all measures he deems necessary in the interest of the client.
3. The forwarder does not act as an expert. He is in no way liable for any statement of the condition, nature, or quality of the goods; he is also not obliged to ensure that the shipped goods correspond to the samples.

Article 10.

1. The addition of the word "approximately" gives the client the freedom to deliver 2.5% more or less.

Liability

Article 11.

1. All actions and activities are at the expense and risk of the client.
2. Without prejudice to the provisions of Article 16, the forwarder is not liable for any damage unless the client proves that the damage was caused by the fault or negligence of the forwarder or his employees.

3. The forwarder's liability in all cases—per event or series of events with the same cause of damage—is limited to an amount equal to the remuneration the forwarder would be entitled to for the proper execution of the requested services and lapses completely six months after the occurrence of the loss or damage.

4. The damages to be compensated by the forwarder in cases of gross negligence or willful misconduct will never exceed the invoice value of the goods, to be proven by the client, in the absence of which the market value—also to be proven by the client—at the time the damage occurred will apply. The forwarder is not liable for lost profits, consequential damage, and non-material damage.

5. If damage occurs during the execution of the assignment for which the forwarder is not liable, the forwarder will endeavor to recover the damage from the party responsible for the damage. The forwarder is entitled to charge the client for all costs associated with this. If desired, the forwarder will transfer his claims against this party to the client.

****Article 12.****

1. The forwarder is not liable for damage resulting from force majeure as defined in Article 14.

****Article 13.****

1. If the client offers goods to the forwarder, the client guarantees that these goods are suitable for the agreed purpose and comply with all relevant requirements and regulations imposed by the government or any competent authority in this regard.

2. The client indemnifies the forwarder against all claims from third parties, including those of the forwarder's employees and auxiliaries, arising from the execution of the assignment.

Force Majeure

****Article 14.****

1. Force majeure means any unforeseen circumstance as a result of which compliance with the agreement cannot reasonably be expected of the forwarder. Force majeure includes, in any case, war or war danger, full or partial mobilization, government measures, revolution, riots, employee strikes, lack of labor, stagnation in the supply of goods or energy, fire, natural disasters, defects in machinery and transport equipment, and all other circumstances beyond the control of the forwarder.

2. In the event of force majeure, the forwarder is entitled, without judicial intervention, to suspend the execution of the agreement in whole or in part for as long as the force majeure continues or to dissolve the agreement in whole or in part, without being obliged

to pay any compensation.

Indemnity

****Article 15.****

1. The client is obliged to indemnify the forwarder against all claims from third parties, including those of the forwarder's employees and auxiliaries, arising from the execution of the assignment, regardless of the cause.

Limitation Period

Article 16.

1. Any right to compensation lapses if no legal action is taken within six months after the occurrence of the loss or damage.

Payment

Article 17.

1. The client is obliged to pay the invoices issued by the forwarder within 14 days of the invoice date unless otherwise agreed in writing.

2. In the event of late payment, the client is in default by operation of law and owes interest of 1% per month, with a part of a month being considered a full month.

3. All costs, both judicial and extrajudicial, incurred by the forwarder as a result of non-compliance by the client, are borne by the client. The extrajudicial collection costs amount to at least 15% of the outstanding amount, with a minimum of USD 150.00.

Disputes

Article 18.

1. All legal relationships to which the forwarder is a party are governed exclusively by the law of Curaçao.

2. All disputes arising from or related to agreements entered into by the forwarder will be submitted to the competent court in Curaçao.

Deposits and Effective Date

Article 19.

1. These general terms and conditions have been deposited with the Chamber of Commerce and Industry of Curaçao under number 49275 and with the Registry of the Court of First Instance of Curaçao.

2. These general terms and conditions take effect on August 1, 2024.

****Note:**** In case of any discrepancies between the English translation and the original Dutch text, the Dutch text shall prevail.