

## Terms and Conditions of the Offer of Deufol Döhle Projects GmbH.

### GENERAL PART

1. Deufol Döhle Projects Ltd. is the agent of Independent Ocean Line BVBA, Kipdorp 57, 2000 Antwerp (IOL) and acts exclusively in its name and on its behalf.
2. Any individual contract to be concluded on the basis of this offer shall be governed exclusively by these terms and conditions. The customer's general terms and conditions shall not form part of the contract, even if they are not expressly contradicted. The following provisions shall have priority. They are supplemented by the ADSp 2017 (link to ADSp 2017).
3. The offer is subject to confirmation. If the customer places an order with us on the basis of this offer, the contract shall only be concluded upon our written order confirmation.
4. Unless the prices are expressly designated as a flat rate or "all inclusive", the net freight rate shall be increased by
  - a) toll charges
  - b) diesel surcharge
  - c) postage/paper/telecommunication costs
  - d) demurrage charges for waiting times > 2 hours (loading + unloading)
  - e) costs for transport delays and standing times not caused by Deufol Döhle Projects GmbH
  - f) costs and waiting times arising from customs inspections
  - g) charges and/or surcharges incurred abroad
  - h) surcharges of the shipping companies used on the basis of "vatos".
5. Agreements on prices and services always refer only to the specifically agreed services and to an essentially unchanged volume of goods, orders or quantities. They presuppose, on the one hand, unchanged data processing requirements, quality agreements and procedural instructions and, on the other hand, unchanged energy and personnel costs as well as public charges. If the presupposed conditions change, both contracting parties may demand negotiations on an adjustment of the contract. If the parties cannot reach agreement, Deufol Döhle Projects GmbH, on behalf of IOL shall be entitled to determine the services in accordance with §§ 315,316 BGB. The adjustment of the contract shall be based on the changes to be demonstrated, including the effects of rationalisation.
6. insofar as additional costs arise between the offer and the start of transport due to sovereign measures beyond the control of Deufol Döhle Projects GmbH, Deufol Döhle Projects GmbH shall be entitled to invoice these additional costs. If possible, Deufol Döhle Projects GmbH shall inform the Customer of this before the start of the transport, without, however, being legally obliged to do so.
7. transports whose execution requires the permission or approval of the competent authority, in particular in accordance with § 18 I 2 and § 22 II.IV and § 29 III and § 46 I No.5 StVO and § 70 I StVZO, shall be concluded subject to the condition precedent that permission or approval is granted in good time.
8. loading and unloading dates are approximate and agreed subject to timely receipt of approval from the authorities.
9. fees and costs for official expenses as well as all procurement costs and costs arising from official requirements as well as police escort fees, costs for traffic control measures, disassembly and reassembly of traffic signs, crash barriers, laying out of boards and/or timbers and other costs for officially ordered safety precautions, route preparations, route tests, axle load weighings, TÜV reports, requirements due to and arising from the permit shall be borne by the client.
10. The customer is responsible for safe access to the delivery point and its proper preparation for unloading. The customer shall bear any damage incurred or costs incurred for the preparation of the delivery point.
11. Deufol Döhle Projects GmbH shall be entitled to have its services performed by subcontractors.
12. The parties agree that the import, export and re-export of goods and/or the provision of related services may be subject to laws and other regulations validly enacted by competent authorities (hereinafter referred to as "export control regulations"), in particular EU and US export control laws and regulations. Each party represents and warrants that in performing its obligations under this Agreement, it has complied and will continue to comply with all Export Control Regulations applicable to it, including anti-boycott provisions, sanctions requirements and sanctions list screening in the context of import, export, customs clearance and domestic transactions. The Customer shall be responsible for determining whether the Customer's goods are subject to such export control regulations and shall obtain all necessary licences, approvals, permits and/or exemptions and provide Deufol Döhle Projects GmbH with all relevant information that Deufol Döhle Projects GmbH may reasonably request to verify compliance with export control regulations before Deufol Döhle Projects GmbH performs the services owed. In relation to services relating to countries for which US embargoes have been or will be imposed, the Customer expressly confirms that
  - a. these consignments do not contain any goods of US origin or content, unless a corresponding authorisation has been obtained from the competent US authorities; and
  - b. these shipments and/or the services related to these countries do not have a US connection,

unless approval has been obtained for these shipments and/or services from the competent US authorities.

Deufol Döhle Projects GmbH reserves the right to suspend the provision of services in cases where trade restrictions apply, are newly introduced, reintroduced or amended.

the Customer confirms that Deufol Döhle Projects GmbH is not obliged to provide services in connection with goods for internal repression, ITAR goods and/or military goods and will not provide any such services and guarantees that the goods referred to in this paragraph will not be and have not been handed over to Deufol Döhle Projects GmbH.

14. the party affected by a case of force majeure shall not be responsible for the delay or impossibility caused thereby. Force majeure within the meaning of this contract shall be all unforeseeable events or such events which - even if they were foreseeable - are beyond the control of the contractual partners and whose effects on the fulfilment of the contract cannot be prevented by reasonable efforts on the part of the contractual partners. These include, but are not limited to Energy crisis, high authority intervention, closure of public roads, war (declared or not), warlike condition, riot, revolution, rebellion, military or civil coup, insurrection, tumult, riot, blockade, embargo, piracy, government order, sabotage, outages or restrictions on electronic data exchange caused by third parties, cybercrime by third parties, acts of terrorism, strikes, slowdowns, lockouts, piracy, epidemics, pandemics, quarantine, fire, floods, storm surges, hurricanes, typhoons, or other catastrophic weather, earthquakes, landslides, lightning, shipwrecks, aircraft crashes, average, major transportation accidents. If a case of force majeure occurs, the party affected by it shall notify the other party of the incident in writing immediately after gaining knowledge of the essential circumstances. In doing so, it shall specify the event that has occurred and indicate which contractual obligations it is likely to be unable to fulfil or only able to fulfil with delay as a result. In the event of a case of force majeure, both parties are obliged to contribute to limiting and mitigating the damage to the best of their ability. In the event of force majeure, the parties agree on a special right of termination in the event that the event of force majeure lasts for more than 30 days.
15. Confidentiality/Data Protection/Compliance. The Customer shall treat as confidential and as a trade secret all information received from Deufol Döhle Projects GmbH which is marked as confidential or similar (or verbally designated as confidential and later confirmed in writing as confidential) or which is confidential by its nature. This obligation of confidentiality shall not extend to any information which was lawfully in the Client's possession prior to the commencement of contract negotiations or which was or becomes (through no fault of the Purchaser/Client) publicly known. Both parties shall comply with the requirements of the respective applicable data protection regulations. Deufol Döhle Projects GmbH shall oblige its employees to comply with the relevant statutory provisions on the protection of personal data and shall train its employees in this respect. Should the applicable data protection law contain special principles which are compulsorily applicable to the performance of the service (for example, compliance with the data

protection-friendly implementation of technical requirements through Privacy by Design or Privacy by Default), the Parties shall place particular emphasis on practical implementation. If the performance of a service by Deufol Döhle Projects GmbH is associated with activities for which the conclusion of a processing contract is required in accordance with the applicable data protection provisions (for example within the meaning of Art. 28 of the European Data Protection Regulation [DSGVO]), such a contract shall be negotiated and concluded between the Parties. Personal data shall in any case be treated confidentially by Deufol Döhle Projects GmbH.

#### SPECIAL PART

16. packaging services and other value-added services ("Logistical Services") not subject to ADSp 2017.
- 16.1 If the logistics service is defective, the customer shall be entitled to subsequent performance. The right to choose between rectification of the defect and new delivery/performance is Deufol Döhle Projects GmbH shall be entitled to choose between rectification of the defect and new delivery/performance. If the subsequent fulfilment does not lead to the contractually owed success, the customer shall be entitled to a second subsequent fulfilment. There shall be no further claims to subsequent fulfilment.
- 16.2 If the supplementary performance fails twice or if a supplementary performance is not possible due to the nature of the performance, the customer may exercise the rights to reduction, withdrawal and compensation to which it is entitled as well as its right to self-performance as follows:
- 16.2.1 If the customer claims a reduction, this is limited to the loss of the agreed remuneration for the individual, defective logistical service.
- 16.2.2 If the customer asserts the right to withdraw from the contract, this right applies only to the individual defective logistics service.
- 16.2.3 In the event of self-performance, the Customer's claim for reimbursement of expenses shall be limited to an amount of up to EUR 20,000.
- 16.3 Deufol Döhle Projects GmbH shall only be liable if it is at fault for the damage it has caused. The liability of Deufol Döhle Projects GmbH shall be limited to the following amounts
- 16.3.1. in the case of damage to goods to 20,000 euros per claim.
- 16.3.2. in the case of damage to goods due to serial damage, notwithstanding clause 16.3.1, to 125,000 euros. In the case of serial damage, several claims shall be deemed to be one claim which occurred at the time of the first of these claims if they are based either on the same cause, on the same causes with an internal, in particular factual and temporal, connection or on logistical services with the same defects.
- 16.3.3. in the case of damage other than to goods, to 20,000 euros per claim.
- 16.4 The customer may, against payment of a surcharge to be agreed, specify in text form before the commencement of performance a value for increasing the liability for damage to goods which exceeds the maximum amounts specified in clause 16.3. In this case, the value stated in each case shall

- take the place of the relevant maximum amount ("declaration of value");
- 16.5 The above exclusions and limitations of liability shall also apply to non-contractual claims against the Contractor and its vicarious agents.
- 16.6 The above exclusions and limitations of liability do not apply to injury to life, limb and health or to damage to goods which are not the subject of the logistics (additional) service ("third party goods"); or to the extent that statutory liability provisions, e. g. the Product Liability Act, are mandatory.
17. customs clearance services.  
Insofar as Deufol Döhle Projects GmbH provides customs clearance services within the scope of a transport order placed, it shall do so exclusively by direct proxy and in accordance with the following conditions.
- 17.1 Customer's submission obligations. The customer shall be obliged to provide Deufol Döhle Projects GmbH with all documents required for customs clearance. These include in particular:
- a) valid proofs of origin as well as proofs of preference if the Customer wishes to claim customs preferences;
  - b) import and export licences;
  - c) import and export licences;
  - d) end-use certificates;
  - e) international import certificates;
  - f) export licences issued by the third country;
  - g) surveillance documents and commodity certificates;
  - h) commercial invoices and waybills;
  - i) Binding tariff information (BTI).
- 17.2 Customer's notification obligations. The Customer shall be obliged to provide Deufol Döhle Projects GmbH with the following notifications in good time prior to the customs declaration:
- a) all information required for the customs declaration, in particular all information on quantities, numbers of items, contents, weights as well as minimum import price regulations;
  - b) the CN code number of the goods to be cleared and, in the case of imports, the 11-digit goods code; if no CN code or 11-digit goods code is available at the time of customs clearance, Deufol Döhle Projects GmbH shall be entitled to determine this independently at the Customer's expense and risk;
  - c) the utilisation of import quotas which are limited in terms of time or quantity.
- 17.3 The Customer warrants that it will provide all information pursuant to Clause 17.1 and Clause 17.2 correctly and in full, that it will answer queries to the best of its knowledge and belief and that it will point out any special features with regard to the goods.
- 17.4 Liability of the Customer. The customer shall assume full liability vis-à-vis Deufol Döhle Projects GmbH for the timely submission of the necessary documents and the completeness and correctness of all information required for the execution of the orders by Deufol Döhle Projects GmbH. The customer shall bear all costs and fiscal disadvantages caused by incorrect, incomplete or late information or by the failure to submit the necessary documents. He shall indemnify Deufol Döhle Projects GmbH internally against any claims by third parties,

- including customs and tax authorities, in connection with the activity for the client. Delays in customs clearance which are not caused and the fault of Deufol Döhle Projects GmbH shall be borne by the client. Any standing charges and consequential damages incurred shall be borne by the customer. The Customer and the importer shall be liable to Deufol Döhle Projects GmbH as joint and several debtors (§§ 421 ff. BGB) for all costs and tax disadvantages incurred by HG in connection with the execution of the order, insofar as the Customer is not himself the importer of the goods. The Customer hereby assigns to Deufol Döhle Projects GmbH all claims for damages and reimbursement of expenses against the importer which are based on the importer providing the necessary information and documents incorrectly, incompletely or late.
- 17.5 Deufol Döhle Projects GmbH shall be liable in accordance with the statutory provisions insofar as the Customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of its legal representatives or vicarious agents. Insofar as Deufol Döhle Projects GmbH is not accused of intentional breach of contract, liability for damages shall be limited to the foreseeable, typically occurring damage.

Deufol Döhle Projects GmbH shall be liable in accordance with the statutory provisions insofar as Deufol Döhle Projects GmbH breaches a material contractual obligation; in this case, however, liability for damages shall be limited to the foreseeable, typically occurring damage. As a rule, this limitation of liability shall correspond to the sum insured under the insurance policy taken out by Deufol Döhle Projects GmbH for customs liability (€ 250,000.00) as it shall be in reasonable proportion to the risk of damage typical of the contract. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of these terms and conditions of the order. Liability for culpable injury to life, limb or health shall remain unaffected.

Unless otherwise stipulated above, any further liability for damages other than that provided for in section 17.5 of these terms and conditions shall be excluded, irrespective of the legal nature of the asserted claim. This applies in particular to claims for damages due to other breaches of duty or due to tortious claims for compensation for material damage pursuant to § 823 BGB. Insofar as liability for damages vis-à-vis Deufol Döhle Projects GmbH is excluded or limited, this shall also apply with regard to the personal liability for damages of the employees, workers, staff, representatives and vicarious agents.

18. liability for delay or default in sea transports  
Deufol Döhle Projects GmbH does not promise any transit or delivery times. Any details given are always approximate and non-binding. Should there nevertheless be any legal liability for delays in maritime transport, this liability shall be limited to the single freight that is incurred for the maritime route. A higher liability only exists if the conditions of § 507 HGB (German Commercial Code) are fulfilled.

#### FINAL PROVISIONS

19. The contracting parties agree that the place of jurisdiction for all legal disputes arising from the terms of the order

shall be Hamburg. The exclusive place of jurisdiction for claims against Deufol Döhle Projects GmbH shall be Hamburg. Should another place of jurisdiction be given on the basis of mandatory statutory provisions, Hamburg shall be an additional place of jurisdiction.

20. These terms and conditions of contract shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
21. Should individual provisions of these Terms and Conditions of Contract be or become legally invalid or void in whole or in part, this shall not affect the validity of the remaining provisions.