

Blackstone Shipping General Standard Terms & Conditions:

All services of Blackstone Shipping (BSS) are offered and transacted under (1) the General Standard Trading Terms and Conditions (GSTC) as defined below and, where issued, (2) the Blackstone Shipping Lines Bill of Lading and Sea Waybill and/or the Blackstone Shipping House Air Waybill ("Blackstone Shipping Transport Document (s)") all of which exclude or limit the liability of Blackstone Shipping in certain circumstances.

Where a Blackstone Shipping Transport Document is issued, the terms and conditions contained or evidenced in such Blackstone Shipping Transport Document shall, in so far as these are inconsistent with the Standard Trading Terms and Conditions, be paramount and govern the services in respect of which the Blackstone Shipping Transport Document is issued. BL TERMS: Blackstone Shipping is operating under the Bill of Lading Terms and Conditions <https://blackstoneshipping.com/BLTERMS> of its Bill of Lading or Sea Waybill (depending on which document will be issued for the shipment) and the Blackstone Shipping Tariff Terms and Conditions effective at the time of shipment apply to this quotation. The applicable Terms and Conditions and the Tariff will be provided upon request.

For services provided where no Blackstone Shipping Transport Document is issued, these services shall be governed by the applicable transport convention or the terms of the relevant national freight forwarders' association or national law, in the absence of which the **DUTCH FORWARDING CONDITIONS** as lodged by FENEX with the Clerks of the District Courts of Amsterdam under number 23/2018 and Rotterdam under number 16/2018 will apply.

AMS, ACS, ACI and additional Indemnities: The customer is responsible for compliance with all legal requirements concerning shipment information's timeliness, completeness and accuracy. The customer recognises that the provision of late, incomplete or incorrect information may have serious effects, such as delays to shipments, denied or delayed permission to enter the harbour or unload ships and the imposition of heavy fines by governmental or regulatory authorities (e.g. fines exceeding USD 10,000 are possible under the latest US rules). The customer agrees to indemnify Blackstone Shipping for any and all fines, penalties, losses, costs and damages it may incur or suffer. All fines, penalties, losses, costs and damages a third party (such as another Blackstone Shipping shipper) may incur or suffer, which arise from or are caused by late, incomplete or inaccurate information provided by Customer.

All customs brokerage services of Blackstone Shipping are offered and transacted under the Blackstone Shipping (BSS) General Standard Trading Terms and Conditions (GST&C). BSS's liability, howsoever arising, is limited to USD 50 or the amount of fees paid for that service, whichever is less. The maximum annual aggregate liability of BSS to the Customer under these GST&C, whether in contract, tort (including negligence) or otherwise, howsoever arising, shall not exceed 25 (twenty-five) per cent of all the total charges paid to BSS by Customer providing the relevant Services in the relevant country in the contract year in which the error, omission or other event occurred. The Customer confirms that the provision of the service by Blackstone Shipping will not constitute a breach by the Customer or Blackstone Shipping of any sanction, embargo, or export control laws imposed by any government or other competent authority ("Sanctions") which apply to Customer or BSS.

Each party shall act in accordance with applicable laws and regulations and its own Code of Conduct, failing which the Customer shall evidence it is compliant with the principles contained in Blackstone Shipping's Terms & Conditions as found in the link <https://www.blackstoneshipping.com/terms&conditions.html>

Any indicated transit time information is sourced from the underlying carriers and is an estimate only. Transit times are based on the carriers of our choice and may vary depending on conditions at the time of shipment. Transit times listed do not include the time to clear the goods through Customs (subject to the mutual agreement of service levels).

Clearance timelines and KPI, however, would be agreed upon separately via service level agreement effected at the country level, which could include but is not limited to pre-clearance performance, time a shipment spends in customs after arrival to its final release.

For FCL services, origin cut-off and/or destination release times are not included in our transit times unless otherwise specified. Services are offered under the Blackstone Shipping with underlying carriers and any other subcontractors being chosen at BSS discretion and choice unless otherwise and explicitly agreed.

If specific carrier names or flight details/matrix were provided, it is for indicative purposes only. Pricing is based on BSS service offerings, and we reserve the right to use the carriers of our choice.

Rates do not include duties, VAT or equivalent local sales or service tax, cargo insurance, extended liability beyond BSS 's Standard Terms and Conditions or 'shipment/warehouse value protection', programming or other information services. Such services are available upon request at an additional cost.

If no validity is indicated in the offer, our rates are valid for 30 days; if exceeded, Blackstone Shipping reserves the right to review the rates.

Blackstone Shipping has the right to terminate the contract between Customer and Blackstone Shipping without cause upon giving the Customer 30 days advance written notice. Blackstone Shipping will not assume any liability towards Customer due to such termination.

Rates quoted are based on the volumes as provided in the RFQ documentation; any significant increase or decrease over this may result in the additional volumes moving at market-level rates.

All rates and services offered are subject to space and equipment availability, unhindered methods and transportation routes.

Rates do not apply for oversized freight, as applicable to the mode of transport. In case of oversize fines, the shipper/consignee will be responsible for assuming them.

Rates for temperature-controlled shipments do not include any additional liability for cargo damage beyond the amounts provided for in Blackstone Shipping's Standard Conditions, house air waybill or Blackstone Shipping Lines bill of lading terms applicable to such shipments.

Rates are based on regular service requirements and do not account for specific service level agreements unless previously agreed upon. Shipments that are subject to service-level agreements may result in higher rates. For any Performance Measurements, Exception management and Quality Improvement Initiatives, Programs or agreements are subject to mutual agreement by both parties.

Rates have been quoted according to the incoterm selected. Certain origin or destination charges may not have been included unless specifically mentioned. Unless specifically mentioned (sur)charges related to emergency surcharges, rail embargoes, intermodal delivery, dangerous goods, hazardous materials, high-value goods, or perishables may not be included. If additional charges apply that are not part of the shipping terms and not specifically mentioned, Blackstone Shipping reserves the right to charge these to the customer.

Pick-up/Delivery rates include a fuel surcharge; however, extreme fuel price fluctuations could require adjusting pickup and/or delivery rates. If not otherwise specified in the Quotation Offer, all Pickup/Delivery is based on LOCAL CITY LIMITS - 50 KMS RADIUS. Pickup/Delivery is based upon standard service & equipment, does not apply for bonded truck transportation and is only applicable for regular weekday business hours. If after-hours or weekend pick-up or delivery is required, or special service or equipment is needed, for example: lift gate, inside delivery, extra man, uncrating/unpacking, white-glove svc, etc., then extra charges may be applicable at the time of shipment.

Rates exclude the following "special" services/fees: 3rd Party Billing Fees, Storage, Detention/Demurrage, Special Handling, Tolls, Insurance, Security Escort, Special Documentation, Special Equipment, Special Events (fairs, exhibitions, etc.), Labeling, Inspection, Loading/Unloading onsite, container drop off with additional round trips, Labor Fees, Forklift Fees, Quarantine, Fumigation, X-Ray (also note that in case parcels cannot be scanned by X-Ray due to opacity, oversize, dimensions etc., a supplementary fee will be applied), Delivery Order Fee, Special Licenses/Permits, Courier Services or any other 3rd Party Fees, special berth charges at ports. These services/fees, if applicable, will be charged at cost at the time of the shipment.

Customs Clearance pricing, if quoted, is for standard clearance services unless otherwise specified. The rate is only applicable for shipments up to 3 line items. If any additional entry line is beyond 3, an additional entry line fee will be applicable for each additional line. Additional accessories may also apply for additional classifications, invoices, Customs inspections, temporary import, re-export, transportation under bond, etc. The customer shall reimburse the duties and taxes paid by Blackstone Shipping within 7 days from invoice date. A document turnover fee may apply if Blackstone Shipping is not the appointed Customs Broker.

Additional charges would apply for services like, but not limited to, OGA (Other Governmental Agencies) clearances, License procurement, Special Import Permits etc.

All Statutory charges e.g. Custodian, Airline, Freight Forwarder, EDI, Escort Fee, MOT / COT (Customs / Merchant over time) would be as per the receipt. If shipments are collected, a collect surcharge may apply.

If any invoice is not paid by the due date for reasons other than a bona fide invoice dispute, Blackstone Shipping shall, without prejudice to any other right or remedy, be automatically entitled (i) to require the payment in advance for any shipments or to suspend the provision of services and (ii) to charge interest at the legal interest rate in the country of payment or failing

such legal rate, at the annual rate of the European Central Bank plus 7% calculated monthly and accrued daily to the balance outstanding and overdue.

The delivery method of invoice will be by way of EDI or hard copy and will be distributed as per invoicing instructions to either the customer or its appointed freight payment company. Typical documents to be included in the billing packet are Invoice + HAWB + Commercial Invoice. Summary billing is highly dependent on the capabilities of each country and product involved and requires prior BSS approval.

Exchange rates applied as per intimation for any rates or charges that had to be converted from local billing currency into another currency.

For billing purposes at the time of invoicing and thus applied for rates or other charges that are based on a currency other than the local billing currency, such rates and charges will be subject to currency conversions based on the exchange rate published by carriers at the time of invoicing.

For collect shipments originating in a currency other than the local destination billing currency, Blackstone Shipping will convert to the destination currency based on our Blackstone Shipping daily exchange rates at the time of invoicing unless expressly agreed exchange rates are in place before shipment.

A currency uplift fee may be applied to protect BSS from currency exchange rate fluctuations.

Local charges are subject to adjustments due to inflation or currency devaluation; if the upward variation is higher than 10% in a period of three months, BSS is entitled to adjust local charges in the same proportion without advance notification.

EDI development & Insurance are not included in the offer and will be priced on demand.

Any additional governmental or regulatory organisation practices, surcharges, procedures or regulations which result in increased costs to Blackstone Shipping will be passed on proportionately to the customer.

ROAD TRANSPORT: Our road transport offer is subject to free capacities/Trucks. Transport rates and ancillary charges are valid as per the validity given only by the end of the calendar year. The duration of the ancillary charges may differ from the duration of the transport rate agreements. Changes at the turn of the year must be observed, which we will announce separately if necessary. The offer prices do not consider the possible occurrence of additional costs due to laws or measures that are decided at the country, state or federal level or extreme diesel price fluctuations. If such measures are introduced, we reserve the right to adjust additional charges accordingly. All road transport charges are subject to waiting charges after the agreed free time, which varies per destination or transport. All transports are subject to CMR Conditions.

CARGO INSURANCE: Please ensure to make the required insurance coverage of the cargo as per the INCOTERMS agreed, and we shall only offer insurance coverage of cargoes upon explicit request by the parties involved and further to agreement of our Insurance coverage offer vide separate mail. Kindly note that the cargo stored in the warehouse is to be insured by the owner of the cargo while at sea or in transit to the warehouse, storage in the warehouse until warehouse in/out operations without recourse to the forwarder or the warehouse service provider. The insurance coverage of the warehouse provider will only cover the damage or loss caused by the willful misconduct of the warehouse provider, and that too according to specific terms and conditions covered below.

OTHER COSTS: Customs inspection, scan charges, fyco verification etc., or any other local charges and service fees according to Blackstone Shipping local tariffs available upon request.

Ocean Freight

All rates and services offered under Blackstone Shipping are subject to BSS's Standard Terms and Conditions, Blackstone Shipping Lines' Standard Conditions, respectively. Rates are valid for in-gauge cargo only.

Equipment and or vessel space is not guaranteed at time of cargo booking. In case of shipment 'no show', Blackstone Shipping reserves the right to charge a 'no show fee'.

LCL rates will be charged on a weight or measure (w/m) basis in metric terms, whichever is greatest, meaning weight = 1,000 kgs or measure = 1 cubic meter unless otherwise and explicitly specified.

All rates are subject to certain minimum shipment charges, except where Blackstone Shipping has formally agreed to waive such charges.

Blackstone Shipping applies Bill of Lading fees on a per-shipment basis. In the event a shipment must be split over several

Bill of Ladings for liability or other reasons which will be brought forward to the customer, Blackstone Shipping reserves the right to charge these fees according to the number of Bill of Ladings issued.

Surcharge Methodology:

All surcharges (including BAF, CAF, etc.) are subject to fluctuation. Blackstone Shipping will pass through to the customer (and the customer will reimburse Blackstone Shipping for) any surcharges a carrier charges it in relation to the customer's shipments. Blackstone Shipping will charge only what it is itself charged by the carrier. Blackstone Shipping will immediately cease or reduce the surcharge as soon as it is ceased or reduced by the applicable carrier. The surcharge applied to any shipment will be clearly indicated on the invoice. Blackstone Shipping will provide to the customer on request further information about any surcharge.

Low Sulphur Surcharge: Due to regulations imposed by the International Maritime Organization (IMO) to reduce the sulphur levels in ships' fuels, a 'Low Sulphur Surcharge' may be applied by carriers and subsequently added to our pricing offer. We have quoted inland fuel (trucking and/or rail fuel surcharges) as part of our offer; however, please note that fuel surcharges are subject to fluctuation and will be assessed at the time of the shipment.

Rates are subject to Peak Season Surcharge (PSS).

Rates quoted are based on current market conditions and may be subject to future GRI. These are applicable for both Air and Ocean shipments and are market driven. Due to the volatility of the current financial market we cannot forecast these at this time.

FREETIME & DDS CONDITIONS: standard free-time conditions are applied both for imports & exports unless otherwise stated in the offer. Standard POD-wise Demurrage, Detention & Storage free times & tariffs can be received upon request. The free days for container detention depend on the carrier involved. (The standard free days vary on calendar days and will be indicated at the time of shipment.) The free days for port demurrage (and port storage) depend on the Terminal involved. (The standard free days vary on calendar days and will be indicated at the time of shipment).

Container Weighing:

The International Maritime Organization (IMO) amended the Safety of Life at Sea Convention (SOLAS) to rule that all containers must be weighed prior to entering at Gate-in or loading onto a vessel. Verification of the weight is the responsibility of the shipper. This came into effect on July 1st, 2016. Due to this new regulation, additional charges will subsequently be added to our pricing offer and charged as applicable at the time of shipment.

For Ocean Freight business awarded involving the US Tradelane, Blackstone Shipping will request an NVOCC Service Arrangement (NSA) or Negotiated Rate Arrangement (NRA) from the customer to comply with U.S. Federal Maritime Commission (FMC) Regulations.

USA: Local Los Angeles & Long Beach moves do not include any Pier Pass or Clean Truck Fee charges. If applicable, Pier Pass and/or Clean Truck Fee charges are available at an additional charge per container.

USA: All quotations for local door delivery or collection from ports &/or inland CYs are based upon ocean carrier-provided chassis. If, at the time of shipment, cargo moves via a port or inland CY where the underlying ocean carrier does not provide chassis as part of its standard service offering, BSS will charge a chassis provision fee in addition to the delivery or collection charges contained in this quotation, to effect final delivery or collection.

Airfreight

Rule Changes: The rates are based on the current regulations, rules, procedures, and requirements in place at the time quoted. The contractor may request rate adjustments in the event of any changes in laws, regulations, procedures, rules, or requirements beyond the contractor's control that increase the cost or risk to the contractor of providing the services, including but not limited to levies imposed by airline security, fuel and /or industry regulators.

Back-to-Back service will be offered upon specific request by the customer or as the customer's transit time expectations require. The Blackstone Shipping Standard Back-to-Back policy and special handling fees will apply on a shipment level for a Back-to-Back service. Shipments requiring Back-to-Back movement by nature, such as PER, DGD, and DTC, among others, will still be priced, handled, and exempted as per the Blackstone Shipping Standard Back-to-Back policy.

Should a Back-to-Back service be requested for lanes not quoted as Back-to-Back after an official award by the customer or on traffic previously contracted, additional charges may apply. Air freight dimensional Weight Rule: One pound for every 166 cubic inches of volume or fraction thereof. (1 kilogram to 366 cubic inches or 1 kg to 6000 ccm)

Rates do not apply to upper deck cargo unless specified otherwise in our offer.

All rates are subject to certain minimum shipment charges, except where Blackstone Shipping has formally agreed to waive such charges.

Rates are subject to Peak Season Surcharge (PSS). Blackstone Shipping will honour our customers' cargo shipments based on the "6/20" rule on lanes from IPBC. Under this rule, we honour existing rates up to a volume of 120% of a customer's monthly average volume shipped with us, based upon the last 6 months of the trading period with us or pre-agreed volume forecast. Beyond this level for unexpected or unplanned volumes, market rates will apply.

Rates quoted are based on current market conditions and may be subject to future GRI. These are applicable for both Air and Ocean shipments and are market driven. Due to the current financial market volatility, we cannot forecast these at this time.

In compliance with IATA guidelines (Perishable Cargo Regulation, Chapter 17 / Temperature Control Regulation, latest version), temperature-sensitive life sciences and healthcare shipments requiring temperature-controlled transportation must be booked as such.

Shipments with general cargo bookings will be handled as such by BSS and the airline, with no temperature-controlled storage in transit or at the destination, including in case of flight delay or delay in delivery, and BSS will have no liability for any temperature-related claims.

Rates are based on known shipper/consignor status as defined by the local authority/regulatory body (the United States Transportation Security Administration, Transport Canada, etc).

Shippers within Europe must be certified by their national authority as a Known Consignor after March 25th, 2013. If the shipper/consignor is not certified as a Known Consignor, then aviation security checks must be carried out for all shipments and charges for this service will apply.

Blackstone Shipping will apply the standard BSS North America Blended Fuel Surcharge for traffic originating from North America. For most trade lanes, the fuel surcharge is established by taking the arithmetic average of the prior month's fuel surcharges top 15 airlines. Blackstone Shipping reserves the right to adjust its Fuel Surcharges weekly or bi-weekly.

For specific other trade lanes, Blackstone Shipping has established special Fuel Surcharges that are either pegged to a primary airline's fuel surcharge or calculated by taking the arithmetic average of a smaller number of airlines servicing that trade lane.

Air freight fuel surcharges are determined by each shipment's origin and destination country applied per KG of chargeable weight. However, where airlines charge an all-in rate, including FSC, a Fuel Surcharge solution will be determined on a case-by-case basis and communicated by BSS in advance.

For traffic originating from countries other than North America, Blackstone Shipping will apply per shipment fuel and security surcharges as effective at the date of shipment by airline shipment was moved on. Air freight fuel surcharges are determined by each shipment's origin and destination country applied per KG of chargeable weight.

International air freight Security surcharge rates are determined by the origin and destination country of each shipment applied per KG of chargeable weight.

Physical screening may be applied by either Blackstone Shipping or airport authorities to comply with governmental or regulatory authority requirements. Unless otherwise specified, the associated costs will be applied based on Regional or Country specific rates and conditions.