

MARTRADE LOGISTICS GENERAL TERMS & CONDITIONS

1. Definitions and Interpretation

Below definitions shall apply to Services provided by or on behalf of MARTRADE to the Client.

'Agent'	shall mean a person or entity acting on behalf of and for the account of any third party.
'Agreement'	shall mean the mutual understanding between the Client and MARTRADE regarding the provision of Services, including these GTC's and, to the extent applicable, the documents issued by or on behalf of MARTRADE referenced in Section 2.2 and any negotiated and signed agreements between the Client and MARTRADE referenced in Section 2.3 below.
'Ancillary Services'	shall mean services which are secondary to the primary Consultancy, Transport or Logistics Services.
'Authority'	shall mean a duly constituted legal or administrative person or entity, acting within its legal powers and exercising jurisdiction within any nation, state, municipality, port or airport.
'Cargo'	means any cargo of any kind, size or weight/measurement whatsoever including solid, liquid or gaseous substance, product or Hazardous Cargo handled by MARTRADE during provision of Services for or on behalf of the Client. Without limiting the definition, Cargo includes further any Container, Cargo transported in a Container (including on an Out of Gauge Container), as break bulk, bulk, liquid, sto-ro/ro-ro, general, heavy lift and specialist cargo.
'Cargo Insurance'	shall mean all risk insurance coverage of transported or stored items.
'Container'	shall mean any container, flexi tank, trailer, transportable tank, flat, pallet or any article of transport used to carry or consolidate Cargo and any equipment of or connected thereto.
'Consultancy Services'	shall mean consulting or advisory services related to transport or logistics without engaging in or arranging of the physical movement or handling of Cargo. Such services can be related, but are not limited to, cost analysis of supply chains, optimization of transport or logistics setups.
'Client'	shall mean the person or entity at whose request or on whose behalf MARTRADE provides Services.
'Customs Services'	shall mean any aspect related to provision of customs services in respect of the transported, stored or handled Cargo such as, but not limited to, clearance, storage in bonded warehouses, issuance of documents etc. performed on behalf of the Client.
'Cyber Incident'	means when unauthorised acts or activities occur on a computer system, computer network or a computer service which is owned, leased or used by MARTRADE.
'GTC's'	mean these General Terms and Conditions as may be amended from time to time by Martrade without prior notice.
'Hazardous Cargo'	means Cargo of any kind classified by the International Maritime Organization or local laws/regulations as hazardous cargo and shall include "dangerous Cargo" as defined in the International Maritime Dangerous Cargo Code. Hazardous Cargo further includes items or Cargo which are or may become of a dangerous, inflammable, radioactive or damaging nature and items or Cargo likely to harbour or encourage vermin or other pests. The terms Hazardous Cargo includes any empty uncleaned packaging which previously contained Hazardous Cargo, unless the packaging has been sufficiently cleaned of residu.
'Direct Representative'	shall mean a representative for customs purposes acting on behalf and in the name of the importer/exporter, such that the representative (MARTRADE) shall not in any way be liable for any customs duties, excises, taxes, fines penalties and interest due in connection with the imported or exported Cargo.
'MARTRADE'	shall mean the contracting MARTRADE entity (including, as applicable, any affiliate and/or subsidiary of MARTRADE) which performs or arranges the performance of the Services for the Client as requested in any given order/service request.
'ICC'	Shall mean the International Chamber of Commerce
'Indirect Representative'	shall mean a representative for customs purposes acting in a capacity such that the representative (MARTRADE) becomes jointly and/or severally liable for any customs duties, excises, taxes, fines penalties and/or interest due in connection with the imported or exported Cargo.
'Instructions'	shall mean a statement of the Client's specific requirements.
'In writing'	includes electronic mail, telegram, telex, telefax, or any recording by electronic means.
'Owner'	if different from the Client, shall mean the owner, shipper and consignee of the Cargo and any other person who is or may become interested in the Cargo and anyone acting on their behalf.
'Person'	shall mean persons or any corporate body or bodies.

'Prices'	shall mean the remuneration for the Services rendered by MARTRADE as agreed between the Parties, including by acceptance by the Client of a quotation issued by MARTRADE and/or as set out in a pricing schedule, rate card or similar document annexed or attached to, or referenced within the Agreement.
'Principal'	shall mean a person or entity acting in own name and for own account.
'Registered office'	shall mean the address where MARTRADE is incorporated and registered.
'Services'	shall mean the Ancillary Services, Consultancy Services, Customs Services, Transport Services and/or Warehousing Services provided by MARTRADE to the Client and all matters necessarily related to the provision of the Services as well as those ancillary to the provision of the Services.
'SDR'	means a Special Drawing Right as defined by the International Monetary Fund.
'Transport Services'	shall mean freight forwarding and/or carriage services rendered by MARTRADE in connection with the physical movement of Cargo by air, sea, rail or road or any combination thereof, including temporary storage during transport such as hubbing, cross docking etc. where such temporary storage is an integrated part of the movement of Cargo
'Valuables'	mean bullion, coins, money, negotiable instruments, precious stones, jewelry, antiques, pictures, works of art, and similar properties.
'Warehousing Services'	shall mean all activities such as but not limited to unloading, acceptance, storage, delivery, stock control, order handling, order picking, preparing for shipment, loading, invoicing, assembling, labelling, exchange, control of information and ancillary services with regard to Cargo, that have been agreed between the Client and MARTRADE separate from any Transport Services.

2. Application

- Save as specified in the below Sections 2.2 – 2.3, all Services whether gratuitous or not are performed by MARTRADE subject to these GTC's.
 - Where a document is issued by or on behalf of MARTRADE and bears the title of, or includes the words, 'bill of lading' (whether or not negotiable), or sea or air 'waybill' and provides that MARTRADE contracts as carrier, the provisions set out in that document, if inconsistent with these GTC's, shall be paramount and prevail over these GTC's to the extent that such provisions are inconsistent, but no further.
 - If MARTRADE and the Client have both signed a specially negotiated agreement including but not limited to generally accepted freight forwarding terms and conditions as are customarily applicable to the Service, then these GTC's shall continue to apply, but such negotiated agreement shall be paramount and prevail in so far as its terms are inconsistent with these GTC's.
- ### 3. Obligations and warranties of Client
- The Client warrants that it is either the Owner or the authorized Agent of the Owner of the Cargo and that it is authorized to accept and accepts these GTC's, not only for itself, but also as Agent for and on behalf of the Owner.
 - The Client and any Person acting on the Client's behalf shall give MARTRADE lawful, sufficient and executable Instructions, as well as all necessary details and documentation for MARTRADE to perform the Services including, but not limited to licenses, description and particulars of the Cargo and their nature and classification, stock keeping unit information, transshipment method, storage and transport conditions in respect of temperature and humidity, etc. The Client guarantees the correctness and completeness of such details and documentation.
 - The Client warrants that the Cargo is properly packed, classified, sealed, labelled, addressed and overall air-, road- and sea-worthy condition, except where MARTRADE has accepted, in writing, responsibility in respect of packaging and/or labelling.
 - The Client warrants that it shall adhere to applicable legislation in relation to its performance of the Agreement and conduct its business in an ethical and legal manner at all times.
- ### 4. Rights and obligations of MARTRADE
- Unless otherwise agreed in writing, MARTRADE shall be entitled to enter into contracts on behalf of and without notice to, the Client:
 - for the carriage of Cargo by any route, means or person,
 - for the carriage of Cargo of any description, whether containerized or not, on or under the deck of any vessel,
 - for the storage, packing, transshipment, loading, unloading or handling of Cargo by any person at any place whether on shore or afloat and for any length of time,
 - for the carriage or storage of Cargo in containers or with other Cargo of whatever nature,
 - for the performance of its own obligations, and to do such acts as MARTRADE reasonably considers may be necessary or incidental to the performance of MARTRADE's obligations.
 - MARTRADE shall be entitled (without incurring any additional liability), but shall be under no obligation, to depart from the Client's instructions in any respect if MARTRADE reasonably considers there is a good reason to do so in the Client's interest.
 - MARTRADE may at any time comply with the orders or recommendations given by any Authority. The responsibility and liability of MARTRADE in respect of the Cargo shall cease on the delivery or other disposition of the Cargo in accordance with such orders or recommendations.
 - If at any time MARTRADE reasonably considers that the carriage of the Cargo should not be undertaken or continued or only continued after effecting any necessary incidental measures or

incurring additional expense or risk, in case of including but limited to applicable export controls regulations, MARTRADE shall be entitled to:

- a) abandon the carriage of such Cargo or to effect such additional incidental measures and/or incur such additional expense, as may be reasonably necessary in order to enable the carriage to be effected or further effected; and
 - b) be reimbursed by the Client for the cost of all such additional incidental measures and/or all such additional expense incurred.
- 4.5. Where MARTRADE (or any person whose services MARTRADE makes use of) is entitled to call upon the Client or Owner to take delivery of the Cargo at a designated time and place and delivery of the Cargo, or any part thereof, is not taken by the Client or Owner at the designated time and place; MARTRADE (or such other person) shall be entitled to store the Cargo in the open or under cover at the sole risk and expense of the Client.
- 4.6. MARTRADE shall have the right to enforce against the Owner and the Client jointly and severally any liability of the Client under these GTC's or to recover from them any sums to be paid by the Client which upon demand have not been paid.
- 4.7. MARTRADE shall perform all Services in accordance with the MARTRADE Code of Conduct applicable at the time of the performance of Services. The MARTRADE Code of Conduct is based on the values of MARTRADE and signifies MARTRADE's intentions regarding ethical business behavior and applies to all MARTRADE Group entities and employees, including managers and executive officers. The Client shall conduct its business in an ethical and legal manner. Client and Owner understand and accept that MARTRADE shall not be liable for loss, damage or delay of Cargo or breach of contract caused by MARTRADE's adherence to the MARTRADE Code of Conduct.

5. Special instructions, Cargo and services

5.1. The Client's responsibility for correct information

- 5.1.1. The Client shall be deemed to have guaranteed to MARTRADE the accuracy, at the time the Cargo were taken in charge by MARTRADE, of the description of the Cargo including but not limited to its marks, number, quantity and weight as furnished by the Client, and the Client shall defend, indemnify and hold harmless MARTRADE against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. For Cargo shipped in Containers the weight furnished by the Client must comply with the Safety Of Life At Sea (SOLAS) Verified Gross Mass regulations, unless otherwise agreed in writing with MARTRADE.

5.2. Hazardous Cargo

- 5.2.1. Unless agreed in writing, the Client shall not deliver to MARTRADE, or cause MARTRADE to deal with or handle Hazardous Cargo.
- 5.2.2. If the Client is in breach of Section 5.2.1:
- a) the Client shall be liable for all loss or damage whatsoever caused by or to or in connection with the Cargo howsoever arising;
 - b) the Client shall defend, indemnify and hold harmless MARTRADE against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith; and
 - c) MARTRADE (or any other person in whose custody the Cargo may be in at the relevant time) may, at MARTRADE's sole discretion, have the Cargo destroyed or otherwise dealt with. For the purposes of this sub-clause, notice is not required to be given to any person of the intention to destroy or otherwise deal with the Cargo.

5.3. Valuables

- MARTRADE shall in no event be liable for loss or damage to Valuables unless declared to and accepted by MARTRADE in writing prior to commencement of the Services.

5.4. Temperature regulated Cargo

- 5.4.1. Unless agreed in writing, the Client shall not deliver to MARTRADE, or cause MARTRADE to deal with or handle any Cargo which require temperature control without previously giving written notice of their nature and the particular temperature range to be maintained. In case of a temperature-controlled Container stuffed by or on behalf of the Client, the Client further undertakes that:
- a) the Container has been properly pre-cooled or pre-heated as appropriate.
 - b) the Cargo have been properly pre-cooled or pre-heated and properly stuffed in the Container; and
 - c) the Container's thermostatic controls have been properly set by the Client.

- 5.3.2. If the requirements of Section 5.3.1 are not complied with, MARTRADE shall not be liable for any loss of or damage to the Cargo whatsoever caused by such non-compliance.

5.4. Declarations

- 5.4.1. Unless agreed in writing, MARTRADE shall not be obliged to make any declaration for the purposes of any statute, convention or contract as to the nature or value of any Cargo or as to any special interest in delivery or to make any declaration as to specific stowage requirements of any Cargo.

5.5. Cash-On-Delivery/Cash-Against-Documents

- 5.5.1. Unless agreed in writing MARTRADE does not undertake to deliver or release Cargo against payment or against surrender of a particular document. Should MARTRADE accept to deliver or release Cargo against payment or against surrender of a particular document, MARTRADE will be liable for the exercise of reasonable diligence and care only. MARTRADE's liability shall, subject to the provisions of Section 11 below, be limited in respect of a failure to exercise reasonable diligence and care in the delivery and/or release of Cargo against payment or against surrender of a particular document, to an absolute maximum of the invoice value of the Cargo at the time when MARTRADE received the Cargo into its custody.

5.6. Time guarantee

- 5.6.1. Unless agreed expressly in writing that the Cargo shall depart/be collected by or arrive/be delivered by a particular date or time, MARTRADE accepts no responsibility for departure/collection or arrival/delivery dates or times of Cargo. ETA (Estimated Time or Arrival), ETD (Estimate Time of Departure) or any other similar estimated or indicative times/dates shall not be construed as a time guarantee on the part of MARTRADE.

5.7. Customs Clearance

- 5.7.1. MARTRADE will only perform Customs Services as a Direct Representative. The Client accepts that it shall bear ultimate responsibility for the payment of all customs duties, excises, taxes, fines penalties and/or interest due in connection with the import and/or export of the Cargo and shall indemnify and hold MARTRADE harmless against any liability (individual and/or joint and several) for the same that MARTRADE or any Person acting on MARTRADE's behalf may incur, as well as any

costs or expenses (including reasonable legal fees and costs) associated with the defense against such liability.

- 5.7.2. MARTRADE will only act as an Indirect Representative for the Client if the Client has provided MARTRADE with adequate security against any potential liability of MARTRADE for any customs duties, excises, taxes, fines penalties and/or interest due in connection with the import and/or export of Cargo, such as bank guarantee or parent company guarantee. MARTRADE may at any time cease any Customs Services if MARTRADE in its absolute discretion deems the provided security to be inadequate.

5.8. Export / Import Controls

- 5.8.1. The Client shall ensure that the Cargo are legally exported or imported to or from the origin or destination in respect of the applicable export control legislation.
- 5.8.2. The Client shall furthermore perform all necessary screenings of the commercial parties involved and ensure that the Cargo and/or any involved party to the trade are not subject to restrictions, embargoes or other legal limitations. It is the obligation of the Client to timely obtain and provide to MARTRADE all necessary import, export, transit and/or (re)transfer licenses related to the Cargo.
- 5.8.3. MARTRADE may decline to perform Services due to issues of export control if MARTRADE reasonably deems (i) the origin, destination or country of transit to be a restricted or embargoed country, (ii) the Cargo to be a restricted commodity; (iii) any of the involved parties to the trade to be a denied or excluded party; or (iv) the licenses obtained and/or provided by the Client to be incorrect, insufficient or incomplete.
- 5.8.4. MARTRADE will adhere to all applicable laws and licenses in relation to export controls when performing Services which may involve restricted or embargoed countries, restricted or embargoed commodities or denied parties.
- 5.8.5. The Client shall indemnify MARTRADE for all costs, charges, fines, penalties and legal fees arising from or in connection with the Services due to the Client's negligence, willful misconduct, or failure to comply with its obligations under this Section 5.8.
- 5.8.6. MARTRADE will not be liable for delays caused by inspections conducted by or on behalf of MARTRADE with the aim of investigating possible violations of export control rules.

6. Subcontractors

- 6.1. MARTRADE is entitled to subcontract/engage servants, subcontractors and/or agents to perform any part of the Services on its behalf at any time.
- 6.2. The Client undertakes that no claim will be made against any servant, subcontractor or agent of MARTRADE which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Cargo. If any such claim is nevertheless made, the Client undertakes to indemnify MARTRADE against all consequences thereof.
- 6.3. Without prejudice to Section 6.2, every servant, subcontractor or agent of MARTRADE shall have the benefit of all provisions herein as if such provisions were expressly for their benefit. In entering into this contract, MARTRADE, to the extent of those provisions, does so not only on its behalf, but as agent and trustee for such servants, sub-contractors and agents.
- 6.4. Without prejudice to the generality of this Section 6, the indemnity referred to in Section 6.2, shall cover all claims, costs and demands arising from or in connection with the negligence of MARTRADE, its servants, subcontractors and agents.

7. Payment and payment terms

- 7.1. The Client shall pay the Prices as remuneration for the Services. Any Price or part thereof which is relating to a third-party service provider shall be valid for 30 days. Any Price or part thereof which is relating to MARTRADE's own service rate shall be valid for 3 months. At any time, following expiration of the validity of any Prices, MARTRADE may review them and notify the Client of any changes to the Prices, which shall become immediately effective upon such notification.
- 7.2. Unless otherwise agreed the Client shall pay the invoiced immediately following the date of MARTRADE's issuance of the invoice without deduction or deferment on account of any claim, counterclaim or set-off. Unless otherwise agreed payments will be made in the currency of MARTRADE's quotation.
- 7.3. Should Client dispute any items on any invoice in whole or in part, or if the invoice is prepared or submitted incorrectly in any respect, Client must provide MARTRADE detailed reasons for such rejection within 7 days following the invoice date, no representation shall be entertained thereafter, and the invoice becomes final. MARTRADE shall have the right to unilaterally amend the substantive part of any invoice, if the substance thereof is disputed, and issue a credit note for the rejected part or whole of the invoice as applicable. Upon receipt of such amended invoice or credit note by Client, Client shall pay the undisputed part of a disputed invoice.
- 7.4. The Prices do not include VAT, customs duties, and other government taxes related to the Cargo. These costs and taxes shall be the sole responsibility of the Client.
- 7.5. MARTRADE reserves the right to charge interest at a rate of zero-point five (0.5) percent per calendar day, calculated on a daily basis, on all amounts not received by the due date for payment.
- 7.6. If any outlays and/or expenses in relation hereto are made by MARTRADE on behalf of the Client related to VAT, duties, taxes or any other charges including but not limited to Customs then these outlays and/or expenses shall be paid by the Client immediately on demand of MARTRADE.
- 7.7. MARTRADE may charge the Client for additional direct or indirect costs such as but not limited to waiting time, demurrage, additional or unexpected storage or handling redirection of Cargo during transit or failed attempts of pick-up or delivery of Cargo not attributable to MARTRADE.
- 7.8. If MARTRADE is instructed to collect freight, duties, charges or other expenses from any person other than the Client, the Client shall remain responsible for these amounts; and shall pay these amounts to MARTRADE on demand where these amounts have become due and have not been paid by such other person.
- 7.9. MARTRADE and/or its affiliates reserve the right at any time to take out debtor insurance on the Client and/or its affiliates covering any amounts that might become due from the Client and/or its affiliates to MARTRADE in connection with the Agreement and/or the Services. Client shall provide all reasonable assistance and documents in respect of such insurance.

8. Lien

- 8.1. Without prejudice to any other rights and remedies MARTRADE may have under these GTC's or otherwise and unless otherwise agreed, MARTRADE shall have a particular and general lien on all Cargo and any documents relating thereto for all sums whatsoever due at any time to MARTRADE.

- The Client shall not pledge rights of surety, lien or any other type of security related to such Cargo to a third party without MARTRADE's prior written consent.
- 8.2. Where any sum due to MARTRADE from the Client or Owner remains unpaid, MARTRADE, on giving 28 (twenty-eight) days' notice in writing to the Client, shall be entitled (without liability to the Client and Owner) to sell or dispose of such Cargo or documents by public auction or by private treaty at the risk and expense of the Client and Owner and to apply the proceeds of any such sale or disposal in or towards the payment of the sums due.
- 9. Insurance**
- 9.1. MARTRADE will take out liability insurances, as may be required by law or as is the common practice in MARTRADE's trade or business.
- 9.2. Unless specifically agreed in writing, MARTRADE will not take out Cargo Insurance on the transported, handled or stored Cargo. As MARTRADE's liability is limited in accordance with Section 11 of these GTC's, MARTRADE encourages the Client to take out Cargo Insurance to cover the Cargo during transport, handling and storage.
- 10. General indemnities**
- 10.1. Subject to the provisions of Section 11 below, MARTRADE shall indemnify, hold harmless, and at the Client's request, defend the Client, its officers, directors and employees, against claims by any third party due to the negligence, gross negligence or willful misconduct by MARTRADE causing damage to the third party's property or injury or death of the third party. If the Client wishes to exercise this right the Client must promptly notify MARTRADE about the claim.
- 10.2. The Client and Owner, both being jointly and severally liable, shall each indemnify, hold harmless, and at MARTRADE's request, defend MARTRADE, its officers, directors and employees, against claims by any third party due to the breach of this Agreement, negligence, gross negligence or willful misconduct by the Client and/or Owner or any Person acting on their behalf causing loss or damage to the third party's property or injury or death of the third party in connection with this Agreement. If MARTRADE wishes to exercise this right MARTRADE must promptly notify the Client about the claim.
- 10.3. Moreover, the Client and Owner, both being jointly and severally liable, shall each defend, indemnify and hold harmless MARTRADE against liability, loss, damage, delay, costs and expenses arising from or in connection with:
- a) the Client's and/or Owner's negligence or willful misconduct;
 - b) the nature or inherent vice of the Cargo, other than to the extent caused by MARTRADE's negligence;
 - c) duties, taxes, imposts, levies, deposits and outlays levied by any Authority in respect of the Cargo and/or Container, and for all liabilities, payments, fines, costs, expenses, loss and damage sustained by MARTRADE in connection therewith, unless caused by MARTRADE's negligence;
 - d) MARTRADE acting in accordance with the Client's or Owner's instructions;
 - e) a breach of warranty stipulated in Clauses 3.1-3.4 or obligation by the Client or arising from the negligence of the Client or Owner; or
 - f) any other Person relying on the advice and information, in whatever form it may be given, provided by MARTRADE for the Client only.
- 10.4. The Client and Owner shall be jointly and severally liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage due to negligence or willful misconduct of the Client or Owner of property of:
- a) MARTRADE (including, but not limited to, Containers);
 - b) MARTRADE's servants, subcontractors or agents;
 - c) independent contractors engaged by MARTRADE for performance of part or all of the Services;
 - d) any Person; or
 - e) any vessel caused by the Client or Owner or any person acting on behalf of either of them or for which the Client is otherwise responsible.
- 11. Liability**
- 11.1. MARTRADE shall be liable for loss, damage or delay of the Cargo occurring from the time that the Cargo is taken into MARTRADE's charge until the time of delivery only to the extent such loss, damage or delay is caused by MARTRADE's gross negligence or willful misconduct.
- 11.2. Regardless of Clause 11.1 MARTRADE shall not be liable for loss, damage or delay arising from the special risks inherent in one or more of the following:
- a) the act or omission of the Client or Owner or any person acting on their behalf;
 - b) compliance with the instructions given to MARTRADE by the Client, Owner or any other person entitled to give them;
 - c) insufficiency of the packing or labelling of the Cargo, except where such service has been provided by MARTRADE;
 - d) handling, loading, stowage or unloading of the Cargo by the Client or Owner or any person acting on their behalf;
 - e) inherent vice of the Cargo;
 - f) act or omission of any Authority, riots, civil commotions, strikes, lockouts, stoppage or restraint of labor from whatsoever cause;
 - g) force majeure, act of God, fire, flood, storm, explosion or theft; and/or
 - h) any other cause which MARTRADE could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.
- 11.3. MARTRADE shall have the full benefit of all rights, limitations and exclusions of liability available to the subcontractor in the contract between MARTRADE and the sub-contractor and in any law, statute or regulation and the liability of MARTRADE shall not exceed the amount recovered, if any, by MARTRADE from the subcontractor.
- 11.4. If the Services are subject to regulations set out in international conventions or statutory legislation these conventions or legislation are compulsory applicable to the Services.
- a) For international carriage of Cargo by road - the Convention on the Contract for the International Carriage of Cargo by Road of 19 May 1956 (the CMR Convention) shall apply.
 - b) For international carriage of Cargo by sea - except for carriage to or from the United States of America - the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of 1924 and as amended in 1968 and 1979 (the Hague-Visby Rules) shall apply. Carriage of Cargo by sea to or from the United States of America is subject to the Carriage of Cargo by Sea Act of 1936 (COGSA). Supplementary to the Hague-Visby Rules or the COGSA, the MARTRADE's Ocean Transport Standard Bill of Lading shall apply.
- 4) For international carriage of Cargo by air subject to the Convention for the Unification of Certain Rules for International Carriage by Air of 1999 (the Montreal Convention) this Montreal Convention shall apply. For shipments subject to only the Convention for the Unification of certain rules relating to international carriage by air as of 1929 (the Warsaw Convention) this Warsaw Convention shall be applicable, however, where both the Warsaw and the Montreal conventions apply the Montreal Convention shall prevail.
- 4) For international carriage of Cargo by rail - the Uniform Rules concerning the Contract for International Carriage of Cargo by Rail (the CIM convention) shall apply.
- 11.5. For all other loss, damage or claims, including to the extent that the Services are not subject to international conventions, statutory legislation or they are part of a multimodal shipment and it cannot be determined in which mode of transport the loss of, damage to or delay of the Cargo occurred, MARTRADE's liability for Services such as but not limited to Transport Services, Logistics Services, Warehousing, Customs Services or Ancillary Services to the previously mentioned services shall be as follows:
- a) In respect of loss or damage or claim relating to Cargo or other property, to the lesser of: 2 USD per kilogram of gross weight of the Cargo or property lost, damaged or in connection with which such claim is made; 100,000 USD per occurrence or 250,000 USD in the aggregate per each calendar year;
 - b) in respect of delay or claims relating to delay, to the lesser of twice MARTRADE's fees for the delayed Service(s), where applicable, or 10,000 USD per occurrence; and
 - c) in respect of any other loss, damage, or claim (including in respect of any errors or omissions), to the lesser of 20,000 USD per occurrence or 100,000 USD in the aggregate per each calendar year.
- 11.6. MARTRADE's aggregate total liability for any loss, damage or claim in connection with the performance and/or non-performance of Services or any other obligations hereunder shall not in any event exceed 500,000 USD per calendar year.
- 11.7. Except to the extent expressly prohibited by applicable law, under no circumstances shall MARTRADE be liable in contract, tort, negligence, breach of statutory duty or otherwise for any indirect or consequential loss, damage, costs or expenses of any nature whatsoever; or for any loss of actual or anticipated profits, loss of revenue, loss of goodwill and/or business, loss of savings or any other pure economic loss, in each case whether direct or indirect.
- 11.8. MARTRADE shall not be liable for loss, damage or delay of the Cargo which is caused directly or indirectly by a Cyber Event.
- 12. Notice of Loss**
- 12.1. Notice of claim shall be given to MARTRADE without undue delay. In case of apparent damage to or loss of Cargo, notice should be given immediately upon the receipt of the Cargo. In case of nonapparent damage to or loss of Cargo, notice of claim should be given within the period prescribed by any applicable law, and absence of any such provision, no later than three days from the day when the Cargo were received.
- 12.2. If the Client fails to give notice within the notice period stipulated in Section 12.1 the Client shall bear the burden of proof that the damage or loss of the Cargo had occurred before the Cargo were received. If the Client fails to prove this, the Cargo will be considered to have been delivered in perfect condition.
- 12.3. Notice of claim concerning delay, loss of the whole consignment and/or matters other than damage to or loss of the Cargo shall be given within 14 (fourteen) days from the day on which the Client knew or ought to have known about the circumstances forming the basis of MARTRADE's liability. If such notice of claim is not given, the Client shall lose its right to put forward any claim.
- 13. Time-bar**
- 13.1. Legal proceedings against MARTRADE shall be commenced within a period of 9 (nine) months; otherwise, the right of claim will have become lost. The time limit period runs:
- a) upon depreciation of or damage to Cargo from the day upon which the Cargo were delivered to the consignee,
 - b) upon delay, loss of the whole consignment or any other kind of loss not falling under a) from the time at which the delay, total loss or other loss could at the earliest have been noticed.
- 14. De-Minimis**
- The Client shall not be entitled to bring any claim whatsoever arising (including negligence) unless and until the amount of any such individual claim exceeds seven hundred fifty (750.00) US-Dollars.
- 15. Indemnity for excess liability**
- The Client shall promptly indemnify MARTRADE against any and all liabilities whatsoever assumed, incurred or suffered by MARTRADE, its employees, servants, agents, insurers or re-insurers as a result of or in connection with any claim made by any third party (including without limitation a claim made by the owner of the Cargo or any other person who is or may become interested in the Cargo or any customs authority) (hereafter a "Third Party Claim"):
- i) when the Third-Party Claim arises from or in connection with the Services (whether caused by the MARTRADE's negligence or otherwise); and
 - ii) to the extent the Third-Party Claim exceeds the MARTRADE's liability to the Client under these GTC's.
- 16. General Average**
- In the event of General Average the parties agree that the York-Antwerp Rules of 1994 shall apply. The Client shall defend, indemnify and hold harmless MARTRADE in respect of any claims of a General Average nature, including any claims or demands for General Average security which may be made on MARTRADE, and the Client shall forthwith provide such security as may be required by MARTRADE in this connection.
- 17. Cancellation of shipment**
- If the Client cancels a shipment after written confirmation of acceptance of MARTRADE's offer, due to any reason whatsoever, any dead freight shall be on the account of Client.
- 18. Both-to-Blame Collision Clause**
- The Both-to-Blame Collision Clause as recommended by BIMCO as at the same of the provision of Services is incorporated into and forms part of these GTC's.
- 19. MARTRADE acting as Agent**
- 19.1. MARTRADE may, without notice to the Client, act as Agent only in connection with the Services.

19.2. To the extent that MARTRADE acts as an Agent, MARTRADE does not make or purport to make any contract with the Client for the carriage, storage or handling of the Cargo nor for any other physical service in relation to them and acts solely on behalf of the Client in securing such services by establishing contracts with third parties so that direct contractual relationships are established between the Client and such third parties.

19.3. MARTRADE shall not be liable for the acts and omissions of third parties referred to in Section 16.2. MARTRADE shall only be liable if it fails to exercise due diligence in contracting the actual carrier.

19.4. Except to the extent caused by MARTRADE's negligence, the Client shall defend, indemnify and hold harmless MARTRADE in respect of all liability, loss, damage, costs or expenses arising out of any contracts made in the procurement of the Client's requirements in accordance with Section 16.2.

20. Hindrance and unforeseen intermediate storage

20.1. MARTRADE shall use reasonable efforts to perform and complete the agreed Services. If at any time the performance of Services is affected by any hindrance, risk or delay not attributable to MARTRADE or MARTRADE's subcontractors, MARTRADE shall not be liable for any related loss, damage or delay of Cargo.

20.2. Any delay or failure in performance of Services due to a hindrance event shall not constitute a breach of the Agreement.

20.3. If a hindrance continues for more than 30 (thirty) consecutive calendar days the Client or MARTRADE may terminate the specific ordered Services affected by the hindrance event with a written notice.

21. If Cargo upon arrival at destination are not immediately taken for receipt, or if Cargo are held up in transit due to factors beyond the control of MARTRADE, such Cargo shall be placed in storage for the account of and at the risk of the Client. MARTRADE shall, as soon as possible, inform the Client of such unforeseen intermediate storage.

22. Force majeure

22.1. The party affected by the impediment ("the Affected Party") has the right to suspend its obligations under the Agreement without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the Affected Party, including but not limited to: act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction or any other force majeure event, including events defined in paragraph 3 of the ICC Force Majeure Clause (Long Form).

22.2. Storage and demobilization/re-mobilization costs to be on the account of the Client in the event of a force majeure event.

22.3. Either Party may terminate the Agreement if a force majeure event continues for more than 180 calendar days.

22.4. The ICC Hardship Clause is incorporated in these GTC's with paragraph 3C.

23. Miscellaneous

23.1. Entire Agreement

These GTC's (together with any document expressly incorporated by the parties (if any)) comprises the entire agreement between the parties with respect to the provision of the Services and any representations or statements whether made orally or written elsewhere are hereby excluded (including without limitation where such representations or statements were made negligently). If the Clients documentation contains terms or conditions additional to or at variance with these GTC's every such additional or varying term or condition shall be of no effect.

23.2. Representation

The Client acknowledges that it does not enter into these GTC's in reliance on any representation, warranty or other undertaking or understanding not fully reflected in the written terms of these GTC's and all conditions, warranties of other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

23.3. Loss of Cargo

If the Cargo have not been delivered within 90 (ninety) consecutive days after the date when the Cargo ought to have been delivered, the claimant may, in the absence of evidence to the contrary, treat the Cargo as lost.

23.4. Severability

If any provision of these GTC's is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, then these GTC's will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the GTC's, valid and enforceable. If a court declines to amend these GTC's as provided herein, the invalid, illegal or unenforceable provision will be severed and the remainder of the provisions hereof will continue in full force and effect as if these GTC's had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of any such severance as described herein, the parties will negotiate in good faith with a view to replacing the provisions so severed with legal and enforceable provisions that have similar economic and commercial effect to the provisions so severed.

23.5. Waiver

The failure of MARTRADE to insist upon strict performance of any provision of these GTC's, or the failure of the MARTRADE to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by these GTC's. A waiver of any breach of contract shall not constitute a waiver of any subsequent breach of contract. No waiver of any of the provisions of these GTC's shall be effective unless it is expressly stated to be a waiver and communicated to the Client in writing in accordance with the provisions of Section 23.9.

23.6. Amendments

At any time MARTRADE shall have the right to unilaterally amend these GTC's by publishing the amendments on MARTRADE's website. In case any Agreement was concluded by MARTRADE after such publication, those will be subject to the amended GTC's.

23.7. Applicability to actions in tort

These GTC's apply to all claims against MARTRADE whether the claim be founded in contract or in tort

23.8. Assignment

Client shall not assign or transfer any rights or obligations under the Agreement to any third party or Affiliate without the express prior written consent of MARTRADE. MARTRADE may give its consent

upon such changes to the terms and conditions of the Agreement as it deems in its sole discretion to be necessary to mitigate any increased risk by this assignment or transfer of rights and obligations.

23.9. Notices

Notifications shall be made in writing, by mail, via e-mail or by fax according to the data exchanged between the parties. Any notice served by mail shall be deemed to have been given on the third day following the day on which it was mailed.

23.10. Headings

Headings of clauses or groups of clauses in these GTC's are for indicative purposes only.

23.11. Legislation

If any legislation is compulsory applicable to Services undertaken – in whole or in part - these GTC's shall, as regards such Services, be subject to such legislation. However, nothing in these GTC's shall be construed as a surrender by MARTRADE of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these GTC's is held to be repugnant to such legislation to any extent such part shall as regards such business be over-ridden to that extent and no further.

24. Dispute resolution and applicable law

(i) Unless otherwise regulated by mandatorily applicable national or international legislation or otherwise agreed in writing, the applicable law at the Registered Office of MARTRADE shall apply to these GTC's and the Agreement between MARTRADE and the Client and to any disputes arising out of or in connection with such GTC's and/or Agreement.

(ii) Any dispute, controversy or claim arising out of or relating to this Agreement, including its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled under the rules of the Arbitration Rules of the German Institution of Arbitration (DIS) by three (3) arbitrators appointed in accordance with the said rules. The place of arbitration shall be Dusseldorf, Germany. The language of the arbitration shall be English.

(iii) MARTRADE shall be entitled to bring legal proceedings against the User in the courts of country of operation or in any other jurisdiction (including jurisdiction(s) where the User has a place of business or assets) and legal proceedings by the Terminal Operator in one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether concurrent or not.