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## General Terms and Conditions of C. STEINWEG HANDELSVEEM (LATIN AMERICA) S.A.

### Applicability

The General Terms and Conditions (“Steinweg Conditions”) apply to C. Steinweg Handelsveem (Latin America) S.A. and its subsidiary companies, hereinafter jointly referred to as “Steinweg”. These General Terms and Conditions apply to all legal relationships of Steinweg arising out of or related to any form of service to be performed by Steinweg, regardless of whether this is effected pursuant to orders or on other grounds. To the extent that these Steinweg Conditions apply to any single agreement, they shall continue to apply without exception to any and all future services to be performed by Steinweg and to future agreements concluded with Steinweg. Failure by Steinweg on any occasion to invoke any of the provisions of the General Terms and Conditions shall not constitute a waiver by Steinweg of its right to invoke the said provisions of the General Terms and Conditions in other circumstances. These Steinweg Conditions confer exclusive jurisdiction to the Court of Rotterdam.

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## 1. Definitions

In these Steinweg Conditions, the following terms shall have the following meanings:

'Agent' shall mean a person or entity acting on behalf of and for the risk and account of any third party.

'Agreement' shall mean the mutual understanding between the Customer and Steinweg regarding the provision of Services, including these Conditions and, to the extent applicable, the documents issued by or on behalf of Steinweg and any negotiated and signed agreements between the Customer and Steinweg.

'Ancillary Services' shall mean services that 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 Insurance' shall mean all risk insurance coverage of transported or stored items.

'Steinweg Conditions' shall mean these General Terms and Conditions of C. Steinweg Handelsveem (Latin America) S.A.

'Container' shall mean any container, flexi tank, trailer, transportable tank, flat, pallet or any article of transport used to carry or consolidate goods 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 Goods. Such services can be related, but are not limited to, cost analysis of supply chains, optimization of transport or logistics setups.

'Customer' shall mean the person or entity who provides Steinweg with an order to perform Services and concludes to that effect the Agreement, irrespective of the agreed method of payment.

'Customs Services' shall mean any aspect related to provision of customs services in respect of the transported, stored or handled Goods such as, but not limited to, clearance, storage in bonded warehouses, issuance of documents etc. performed on behalf of the Customer.

'Dangerous Goods' shall mean items or goods which are or may become of a dangerous, inflammable, radio-active or damaging nature and items or goods likely to harbour or encourage vermin or other pests.

'Steinweg' shall mean the contracting Steinweg entity (including, as applicable, any affiliate and/or subsidiary of Steinweg) which performs or arranges the performance of the Services as Agent for the Customer as requested in any given order/service request.

'Goods' shall mean any item(s) and/or property handled by Steinweg during provision of Services for or on behalf of the Customer.

'Instructions' shall mean a written statement of the Customer's specific requirements.

'Interested Party' if different from the Customer, shall mean the owner, shipper and consignee of the Goods and any other person who is or may become interested in the Goods 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 Steinweg as agreed between the Parties, including by, acceptance by the Customer of a quotation issued by Steinweg 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 Steinweg is incorporated and registered.

'Services' shall mean the Ancillary Services, Consultancy Services, Coordination Services, Customs Services, Transport Services and/or Warehousing Services provided by Steinweg to the Customer 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.

'Third Party' shall mean all of those persons, who are not employees, with whom Steinweg has an undertaking on behalf of the Customer, irrespective of whether Steinweg has the undertaking in its own name or in the name of the Customer.

'Transport Services' shall mean freight forwarding and/or carriage services rendered by Steinweg in connection with the physical movement of Goods 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 Goods.

'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 Goods, that have been agreed between the Customer and Steinweg separate from any Transport Services.

## **2. Steinweg acting as Agent**

2.1. Unless specifically and in writing agreed otherwise, all services rendered by Steinweg are performed by Steinweg acting in its capacity of Agent. Steinweg does not make or purport to make any contract with the Customer for the carriage, storage or handling of the Goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing such services by establishing contracts with Third Parties so that direct contractual relationships are established between the Customer and such Third Party. As such, Customer gives Steinweg free rein to engage the services of Third Parties to execute the Agreement, and to accept the (general) terms and conditions of those Third Parties at the Customer's expense and risk, unless agreed otherwise with Customer. At the Customer's request, Steinweg is obliged to provide (a copy of) the (general) terms and conditions under which it has entered into a contract with those Third Parties.

2.2. Steinweg shall not be liable for the acts and omissions of any Third Party. Steinweg shall only be liable if it fails to exercise due diligence in contracting a Third Party.

2.3. Except to the extent caused by Steinweg's gross negligence, the Customer shall defend, indemnify and hold harmless Steinweg in respect of all liability, loss, damage, costs or expenses arising out of any contracts made in the procurement of the Customer's requirements in accordance with Clause 2.2.

## **2.4 Chartering**

2.4.1. Chartering of vessels or other means of transport are exclusively performed by Steinweg in its capacity of Agent even if these services are performed pursuant to a transport order, unless specifically agreed in writing that Steinweg acts in the capacity of Principal or carrier

## **2.5. Application of law to the services**

In the case that Steinweg acts in the capacity of Principal or carrier the following provisions, terms and conditions, also apply to the Services:

- a) For international carriage of goods by road - the Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956 (the CMR Convention) shall apply.
- b) For international carriage of goods 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 goods by sea to or from the United States of America is subject to the Carriage of Goods by Sea Act of 1936 (COGSA). Supplementary to the Hague-Visby Rules or the COGSA, the Steinweg's Ocean Transport Standard Bill of Lading shall apply.
- c) For international carriage of goods 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.
- d) For international carriage of goods by rail - the Uniform Rules concerning the Contract for International Carriage of Goods by Rail (the CIM convention) shall apply.

## **2.6. Prevailing documents above Steinweg Conditions**

2.6.1. Where a document is issued, for the benefit of any activity, by or on behalf of Steinweg and bears the title of, or includes the words, 'bill of lading' (whether or not negotiable), or sea or air 'waybill' and provides that Steinweg contracts as Principal, or carrier, the provisions set out in that document, if inconsistent with these Steinweg Conditions, shall be paramount and prevail

over these Steinweg Conditions to the extent that such provisions are inconsistent, but no further.

2.6.2. If Steinweg and the Customer 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 Steinweg Conditions shall continue to apply, but such negotiated agreement shall be paramount and prevail in so far as its terms are inconsistent with these Steinweg Conditions.

### **3. Obligations and warranties of Customer**

3.1. The Customer warrants that it is either the Interested Party or the authorized Agent of the Interested Party of the Goods and that it is authorized to accept and accepts these Steinweg Conditions, not only for itself, but also as Agent for and on behalf of the Interested Party.

3.2. The Customer and any Person acting on the Customer's behalf shall give Steinweg lawful, sufficient and executable Instructions, as well as all necessary details and documentation for Steinweg to perform the Services including, but not limited to licenses, description and particulars of the Goods and their nature and classification, stock keeping unit information, transshipment method, storage and transport conditions in respect of temperature and humidity, etc. The Customer guarantees the correctness and completeness of such details and documentation.

3.3. The Customer warrants that the Goods are properly packed, classified, sealed, labelled, addressed and overall air-, road- and sea-worthy condition, except where Steinweg has accepted, in writing, responsibility in respect of packaging and/or labelling.

3.4. The Customer 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 Steinweg**

4.1. Unless otherwise agreed in writing, Steinweg shall be entitled to enter into contracts on behalf of Customer, irrespective of whether Steinweg has the undertaking in its own name or in the name of the Customer, and without notice to the Customer:

- a) for the carriage of Goods by any route, means or person,
- b) for the carriage of Goods of any description, whether containerized or not, on or under the deck of any vessel,
- c) for the storage, packing, transshipment, loading, unloading or handling of Goods by any person at any place whether on shore or afloat and for any length of time,
- d) for the carriage or storage of Goods in containers or with other goods of whatever nature,
- e) for the performance of its own obligations, and to do such acts as Steinweg reasonably considers may be necessary or incidental to the performance of Steinweg's obligations.

4.2. Steinweg shall be entitled (without incurring any additional liability), but shall be under no obligation, to depart from the Customer's instructions in any respect if Steinweg reasonably considers there is a good reason to do so in the Customers' interest.

4.3. Steinweg may at any time comply with the orders or recommendations given by any Authority. The responsibility and liability of Steinweg in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with such orders or recommendations.

4.4. If at any time Steinweg reasonably considers that the carriage of the Goods 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 not limited to applicable export controls regulations and/or import regulation, Steinweg shall be entitled to:

- a) abandon the carriage of such Goods 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 Customer for the cost of all such additional incidental measures and/or all such additional expense incurred.

4.5. Where Steinweg (or any person whose services Steinweg makes use of) is entitled to call upon the Customer or Interested Party to take delivery of the Goods at a designated time and place and delivery of the Goods, or any part thereof, is not taken by the Customer or Interested Party at the designated time and place; Steinweg (or such other person) shall be entitled to store the Goods in the open or under cover at the sole risk and expense of the Customer.

4.6. Steinweg shall have the right to enforce against the Interested Party and the Customer jointly and severally any liability of the Customer under these Steinweg Conditions or to recover from them any sums to be paid by the Customer, which upon demand have not been paid.

4.7. Steinweg will perform all Services in accordance with the Steinweg Code of Conduct applicable at the time of the performance of Services. The Steinweg Code of Conduct is based on the values of Steinweg and signifies Steinweg's intentions regarding ethical business behavior and applies to all Steinweg Group entities and employees, including managers and executive officers. The Customer shall conduct its business in an ethical and legal manner. Customer and Interested Party understand and accept that Steinweg shall not be liable for loss, damage or delay of Goods or breach of contract caused by Steinweg's adherence to the Steinweg Code of Conduct.

## **5. Special instructions, goods and services**

5.1. The Customer's responsibility for correct information.

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

5.2. Dangerous goods

5.2.1. Unless agreed in writing, the Customer shall not deliver to Steinweg, or cause Steinweg to deal with or handle Dangerous Goods.

5.2.2. If the Customer is in breach of Clause 5.2.1:

- a) the Customer shall be liable for all loss or damage whatsoever caused by or to or in connection with the Goods howsoever arising;
- b) the Customer shall defend, indemnify and hold harmless Steinweg against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith; and
- c) Steinweg (or any other person in whose custody the Goods may be in at the relevant time) may, at Steinweg's sole discretion, have the Goods 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 Goods.

5.3. Temperature regulated goods

5.3.1. Unless agreed in writing, the Customer shall not deliver to Steinweg, or cause Steinweg to deal with or handle any Goods 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 Customer, the Customer further undertakes that:

- a) the Container has been properly pre-cooled or pre-heated as appropriate;
- b) the Goods 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 Customer.

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

5.4. Declarations

5.4.1. Unless agreed in writing, Steinweg 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 Goods or as to any special interest in delivery or to make any declaration as to specific stowage requirements of any Goods.

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

5.5.1. Unless agreed in writing Steinweg does not undertake to deliver or release Goods against payment or against surrender of a particular document. Should Steinweg accept to deliver or release Goods against payment or against surrender of a particular document, Steinweg will be liable for the exercise of reasonable diligence and care only. Steinweg'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 Goods against payment or against surrender of a particular document, to an absolute maximum of the invoice value of the Goods at the time when Steinweg received the Goods into its custody.

5.6. Time guarantee

5.6.1. Unless agreed expressly in writing that the Goods shall depart/be collected by or arrive/be delivered by a particular date or time, Steinweg accepts no responsibility for departure/collection or arrival/delivery dates or times of Goods. 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 Steinweg.

#### 5.7. Customs Clearance

5.7.1. Steinweg will only perform Customs Services as a Direct Representative. The Customer 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 Goods and shall indemnify and hold Steinweg harmless against any liability (individual and/or joint and several) for the same that Steinweg or any Person acting on Steinweg'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. Steinweg will only act as an Indirect Representative for the Customer if the Customer has provided Steinweg with adequate security against any potential liability of Steinweg for any customs duties, excises, taxes, fines penalties and/or interest due in connection with the import and/or export of Goods, such as bank guarantee or parent company guarantee. Steinweg may at any time cease any Customs Services if Steinweg in its absolute discretion deems the provided security to be inadequate.

#### 5.8. Export and Import Controls

5.8.1. The Customer shall ensure that the Goods are legally exported or imported to or from the origin or destination in respect of the applicable export or import control legislation.

5.8.2. The Customer shall furthermore perform all necessary denied party screenings of the commercial parties involved and ensure that the Goods and/or any involved party to the trade are not subject to restrictions, embargoes or other legal limitations. It is the obligation of the Customer to timely obtain and provide to Steinweg all necessary import, export, transit and/or (re)transfer licenses related to the Goods.

5.8.3. Steinweg may decline to perform Services due to issues of export and import control if Steinweg reasonably deems (i) the origin, destination or country of transit to be a restricted or embargoed country, (ii) the goods 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 Customer to be incorrect, insufficient or incomplete.

5.8.4. Steinweg will adhere to all applicable laws and licenses in relation to export and import controls when performing Services which may involve restricted or embargoed countries, restricted or embargoed commodities or denied parties.

5.8.5. The Customer shall indemnify Steinweg for all costs, charges, fines, penalties and legal fees arising from or in connection with the Services due to the Customer's, wilful misconduct, or failure to comply with its obligations under this Clause 5.8.

5.8.6. Steinweg will not be liable for delays caused by inspections conducted by or on behalf of Steinweg with the aim of investigating possible violations of export and import control rules.

#### 6. Subcontractors

6.1. Steinweg 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 Customer undertakes that no claim will be made against any servant, subcontractor or agent of Steinweg which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Goods. If any such claim is nevertheless made, the Customer undertakes to indemnify Steinweg against all consequences thereof.

6.3. Without prejudice to Clause 6.2, every servant, subcontractor or agent of Steinweg shall have the benefit of all provisions herein as if such provisions were expressly for their benefit. In entering into this contract, Steinweg, 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 Clause 6, the indemnity referred to in Clause 6.2, shall cover all claims, costs and demands arising from or in connection with the negligence of Steinweg, its servants, subcontractors and agents.

#### 7. Payment and payment terms

7.1. The Customer shall pay the Prices as remuneration for the Services. The Prices shall be valid for the period informed by in writing. At any time following expiration of the validity of any Prices, Steinweg may review them and notify the Customer of any changes to the Prices, which shall become immediately effective upon such notification.

7.2. Unless otherwise agreed the Customer shall pay the invoiced amount 7 (seven) days from the date of Steinweg's issuance of

the invoice without deduction or deferment on account of any claim, counterclaim, bank charges or set-off.

7.3. Unless otherwise informed the Prices do not include VAT, customs duties, and other government taxes related to the Goods. These costs and taxes shall be the sole responsibility of the Customer.

7.4. Steinweg will charge interest in case of late payment. Interest will be levied from the due date of the overdue invoice until payment is made in full. If no legislation applies regarding interests for late payment Steinweg may charge 1.5% (one point five percent) per commenced month from the due date of the overdue invoice.

7.5. If any outlays and/or expenses in relation hereto are made by Steinweg on behalf of the Customer 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 Customer immediately on demand of Steinweg.

7.6. Steinweg may charge the Customer for additional direct or indirect costs such as but not limited to waiting time, demurrage, detention, port handling charges, inspections, additional or unexpected storage or handling redirection of goods during transit or failed attempts of pick-up or delivery of Goods not attributable to Steinweg.

7.7. If Steinweg is instructed to collect freight, duties, charges or other expenses from any person other than the Customer, the Customer shall remain responsible for these amounts; and shall pay these amounts to Steinweg on demand where these amounts have become due and have not been paid by such other person.

7.8. Steinweg and/or its affiliates reserve the right at any time to take out debtor insurance on the Customer and/or its affiliates covering any amounts that might become due from the Customer and/or its affiliates to Steinweg in connection with the Agreement and/or the Services.

#### **8. Lien**

8.1. Unless otherwise agreed Steinweg shall have a particular and general lien on all Customers' Goods in Steinweg's possession or control. The Customer shall not pledge rights of surety, lien or any other type of security related to such Goods to a third party without Steinweg's prior written consent.

8.2. Where any sum due to Steinweg from the Customer or Interested Party remains unpaid, Steinweg, on giving 28 (twentyeight) days' notice in writing to the Customer, shall be entitled (without liability to the Customer and Interested Party) to sell or dispose of such Goods or documents by public auction or by private treaty at the risk and expense of the Customer and Interested Party and to apply the proceeds of any such sale or disposal in or towards the payment of the sums due.

#### **9. Insurance**

9.1. Unless expressly agreed in writing with the Customer, Steinweg shall not be obliged to effect any insurance on the goods. If it has been agreed between Steinweg and the Customer that Steinweg is to effect insurance of the goods for account of the Customer, then Steinweg shall have the right in their discretion to effect the agreed insurance in the name of the Customer. The value to be insured shall be the amount stated by the Customer. Steinweg shall in all cases exclusively be regarded as intermediary without any liability. Steinweg shall not be held responsible for the condition(s) negotiated with the insurers or be responsible for their reliability or their solvency.

9.2. In all cases where the goods have been insured through the intervention of Steinweg, Steinweg shall have the right to collect the sums claimed for and on behalf of the parties interested in the goods and shall furthermore have the right to deduct all money owed to them for whatever reason by the Customer from the insurance settlement. The balance remaining shall be paid to the Customer. As Steinweg's liability is limited in accordance with Section 11 of these Steinweg Conditions, Steinweg encourages the Customer to take out insurance to cover the Goods during transport, handling and storage.

#### **10. General indemnities**

10.1. Subject to the provisions of Section 11 below, Steinweg shall indemnify, hold harmless, and at the Customer's request, defend the Customer, its officers, directors and employees, against claims by any third party due to the negligence, gross negligence or wilful misconduct by Steinweg causing damage to the third party's property or injury or death of the third party. If the Customer wishes to exercise this right, the Customer must promptly notify Steinweg about the claim.

10.2. The Customer and Interested Party, both being jointly and severally liable, shall each indemnify, hold harmless, and at Steinweg's request, defend Steinweg, its officers, directors and employees, against claims by any third party due to the breach of this Agreement, negligence, gross negligence or wilful misconduct by the Customer and/or Interested Party 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 Steinweg wishes to exercise this right, Steinweg must promptly notify the Customer about the claim.

10.3. Moreover, the Customer and Interested Party, both being jointly and severally liable, shall each defend, indemnify and hold harmless Steinweg against liability, loss, damage, delay, costs and expenses arising from or in connection with:

- a) the Customer's and/or Interested Party's negligence or wilful misconduct;
- b) the nature or inherent vice of the Goods, other than to the extent caused by Steinweg's negligence;
- c) duties, taxes, imposts, levies, deposits and outlays levied by any Authority in respect of the Goods and/or Container, and for all liabilities, payments, fines, costs, expenses, loss and damage sustained by Steinweg in connection therewith, unless caused by Steinweg's gross negligence or wilful misconduct;
- d) Steinweg acting in accordance with the Customer's or Interested Party's instructions;
- e) a breach of warranty stipulated in Clauses 3.1-3.4 or obligation by the Customer or arising from the negligence of the Customer or Interested Party; or
- f) any other Person relying on the advice and information, in whatever form it may be given, provided by Steinweg for the Customer only.

10.4. The Customer and Interested Party shall be jointly and severally liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage due to fault, omission, negligence, gross negligence and/or wilful misconduct of the Customer or Interested Party of property of:

- a) Steinweg (including, but not limited to, Containers);
- b) Steinweg's servants, subcontractors or agents;
- c) independent contractors engaged by Steinweg for performance of part or all of the Services;
- d) any Person; or
- e) any vessel caused by the Customer or Interested Party or any person acting on behalf of either of them or for which the Customer is otherwise responsible.

## **11. Liability**

11.1. All Services shall be at the Customer's expense and risk. Steinweg shall not be liable for any damage whatsoever, unless the Customer can prove that the damage and/or loss has been caused by fault of negligence on the part of Steinweg or its servants.

11.2. Regardless of Clause 11.1 Steinweg 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, omission or misdeclaration of the Customer or Interested Party or any person acting on their behalf;
- b) compliance with the instructions given to Steinweg by the Customer, Interested Party or any other person entitled to give them;
- c) insufficiency of the packing or labelling of the Goods, except where such service has been provided by Steinweg;
- d) handling, loading, stowage or unloading of the Goods by the Customer or Interested Party or any person acting on their behalf;
- e) inherent vice of the Goods;
- 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 Steinweg could not avoid and the consequences whereof it could not prevent by the exercise

of reasonable diligence.

11.3. Steinweg shall have the full benefit of all rights, limitations and exclusions of liability available to the subcontractor in the contract between Steinweg and the subcontractor and in any law, statute or regulation and the liability of Steinweg shall not exceed the amount recovered, if any, by Steinweg 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 goods by road - the Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956 (the CMR Convention) shall apply.
- b) For international carriage of goods 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 goods by sea to or from the United States of America is subject to the Carriage of Goods by Sea Act of 1936 (COGSA). Supplementary to the Hague-Visby Rules or the COGSA, the Steinweg's Ocean Transport Standard Bill of Lading shall apply.

c) For international carriage of goods 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.

d) For international carriage of goods by rail - the Uniform Rules concerning the Contract for International Carriage of Goods 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 Goods occurred, and to the extent permitted by law, Steinweg's liability for Services shall be in all cases be limited to 10,000 SDR per occurrence or series of occurrences with one and the same cause of damage. Taking into account the aforementioned limit, in the event of damage, loss of value or loss of the Goods in the Agreement, the liability shall be limited to 4 SDR per kilogram of damaged or devalued Goods or lost gross weight. The loss to be indemnified by Steinweg shall never exceed the invoice value of the Goods, to be proved by the Customer, in default whereof the market value, to be proved by the Customer, at the time when the damage occurred, shall apply.

11.6. Steinweg'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 100,000 SDR per calendar year.

11.7. Except to the extent expressly prohibited by applicable law, under no circumstances shall Steinweg 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.

## **12. Notice of Loss**

12.1. Notice of claim shall be given to Steinweg without undue delay. In case of apparent damage to or loss of Goods, notice should be given immediately upon the receipt of the Goods. In case of non-apparent damage to or loss of Goods, notice of claim should be given within the period prescribed by any applicable law, and absence of any such provision, no later than 7 (seven) calendar days from the day when the goods were received.

12.2. If the Customer fails to give notice within the notice period stipulated in Clause 12.1, the Customer shall bear the burden of proof that the damage or loss of the Goods had occurred before the Goods were received. If the Customer fails to prove this, the Goods 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 Goods shall be given within 14 (fourteen) days from the day on which the Customer knew or ought to have known about the circumstances forming the basis of Steinweg's liability. If such notice of claim is not given, the Customer shall lose its right to put forward any claim.

## **13. Time-bar**

13.1. Legal proceedings against Steinweg shall be commenced within a period of 1 (one) year; otherwise the right of claim will have become lost. The time limit period runs:

- a) upon depreciation of or damage to Goods from the day upon which the Goods 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. General Average**

In the event of General Average, the parties agree that the York-Antwerp Rules of 1994 shall apply.

The Customer shall defend, indemnify and hold harmless Steinweg in respect of any claims of a General Average nature, including any claims or demands for General Average security which may be made on Steinweg, and the Customer shall forthwith provide such security as may be required by Steinweg in this connection.

## **15. 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 Steinweg Conditions.

## **16. Force majeure**

16.1. Steinweg shall use reasonable efforts to perform and complete the agreed Services. If at any time the performance of Services is affected by any force majeure event, risk or delay not attributable to Steinweg or Steinweg's subcontractors, Steinweg shall not be liable for any related loss, damage or delay of Goods. All additional costs caused by force majeure, such as transport and storage charges, warehouse or yard rental, demurrage and standing fees, insurance, removal, etc., shall be borne by the Customer and shall be paid to Steinweg upon first demand of Steinweg.

Force majeure events are, but are not limited to, considered to be the following events: act of war or the threat or anticipated imminence thereof; restraints of rulers, governments, or people; act or threat of terrorism; legislation, decrees, orders, regulations or the like in the country of origin, unrest or disturbance, (it) sabotage, blockade, sanctions, civil commotion, political disturbances, breakdowns, viruses, power failure, accidents, or stoppages whether total or partial, at ports, on railways, or other means of transport to or from the ports; epidemics; disease; quarantine, Act of God, weather (including but not limited to drought, fog, frosts, floods, snow, storms, tidal wave, tsunami, tempest or washaways); any other event or occurrence of any nature or kind whatsoever beyond the reasonable control of Interested Party, Agent and/or Customer where similar or dissimilar to the causes or circumstances mentioned above.

16.2. Any delay or failure in performance of Services due to a force majeure event shall not constitute a breach of the Agreement.

16.3. If force majeure continues for more than 30 (thirty) consecutive calendar days the Customer or Steinweg may terminate the specific ordered Services affected by the hindrance event with a written notice.

## **17. Miscellaneous**

### **17.1. Amendments**

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

### **17.2. Assignment**

Customer 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 Steinweg. Steinweg may condition its consent upon such changes to the terms or 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.

### **17.3. Notices**

Notifications shall be made in writing, by mail or via e-mail or 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.

### **17.4. Headings**

Headings of clauses or groups of clauses in these Steinweg Conditions are for indicative purposes only.

### **17.5. Legislation**

If any legislation is compulsory applicable to Services undertaken – in whole or in part – these Steinweg Conditions shall, as regards such Services, be subject to such legislation. However, nothing in these Steinweg Conditions shall be construed as a surrender by Steinweg 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 Steinweg Conditions 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.

## **18. Dispute resolution and applicable law**

18.1. Unless otherwise regulated by mandatorily applicable national or international legislation or otherwise agreed in writing, the laws of the Netherlands shall apply to all legal relationships arising out of or related to Steinweg Conditions.

18.2 Any dispute arising out of or related to the Steinweg Conditions shall be submitted to the exclusive jurisdiction of the Court of Rotterdam, the Netherlands.

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