



ANNEX-II

General Terms and Conditions for C. Steinweg Caspian MMC

1. Applicability

- 1.1. These general terms and conditions (“**General Terms and Conditions**”) shall apply to **C. Steinweg Caspian MMC** and its affiliates and all of its subsidiaries (hereinafter jointly to be referred to as “**Steinweg**”).
- 1.2. These General Terms and Conditions shall be applicable to all legal relationships of Steinweg, which arise from any service to be performed by Steinweg, or which are related to such services, whether they are performed pursuant to an order, an instruction or other communication conveyed either verbally, in writing, via email or through any other means.
- 1.3. These General Terms and Conditions shall be applicable to all parties entering into a contractual relationship with Steinweg, either verbally or in writing, or explicit or implied (hereinafter to be referred to as “**Contracting Party**”).
- 1.4. To the extent that these General Terms and Conditions apply to any single agreement, they shall continue to apply without exception to all future Services to be performed by Steinweg and to future agreements concluded with Steinweg.
- 1.5. 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.

2. Other Terms and Conditions

- 2.1.1. Following terms shall be applicable to the Services in addition to these General Terms and Conditions:

a. Freight Forwarding Services:

Forwarding Specific Provisions of Steinweg and the Civil Code of the Republic of Azerbaijan (in particular, Articles 852; 808-821) and the Law of the Republic of Azerbaijan On Road Transport dated April 1, 2008 No. 556-IIIQ and Cabinet of Ministers of the Republic of Azerbaijan on approval of the "Rules for transportation of goods by road transport", dated September 17, 2009 No. 142.

b. Warehousing Services:

Warehousing Services shall stand for the storage, delivery and / or holding in custody of Goods in, including the issuance of a warehouse receipt, delivery order and/or release through the warehouses owned, operated or outsourced by Steinweg, subject to Fire safety regulations for trade and public catering establishments, fairs, bases and warehouses determined by the Ministry of Emergency Situations of the Republic of Azerbaijan, dated 06.05.2002, №43.

c. Shipbrokering / Agency Services:

Civil Code of the Republic of Azerbaijan shall apply (Articles 787-799);

3. Order and Agreement

- 3.1. Services shall be provided based on orders. An order shall be formed and come into effect when the Contracting Party accepts the offer or gives an instruction based on the tariff list of Steinweg in writing or via email or through other means, or as of the moment when



- Steinweg starts to perform the Service(s) based on the verbal or electronical instruction of the Contracting Party.
- 3.2. Steinweg has sole and absolute discretion whether or not to provide an offer against the request of or respond to an instruction from the Contracting Party. Steinweg is entitled to refuse to accept any order or instruction for any Services without any obligation to provide any reasons.
 - 3.3. Any amendment, by Steinweg, to the Agreement or an Order shall be deemed to have been accepted by the Contracting Party unless such amendment is rejected by the other party to the agreement within a period of 14 (fourteen) days following receipt of the notification for the amendment. This provision shall not prejudice Steinweg's right to adjust / alter rates and tariffs.
- 4. General Provisions Regarding the Services**
- 4.1. The Contracting Party (including any third party that becomes party to the agreement executed by and between Steinweg and the Contracting Party) undertakes that all necessary authorizations shall be obtained and maintained, and also that all regulations under its own obligation have been observed.
 - 4.2. In order to enable Steinweg to perform its services, the Contracting Party shall provide Steinweg with any and all relevant information in a timely manner, including but not limited to:
 - i. The qualification, type, HS code, quality, nature, temperature, weight, volume, source, origin, physical and/or chemical properties and requirements of the goods;
 - ii. The harmful features and/or substances of, or contained in, the goods (regardless of whether they are generally recognized or accepted as harmful);
 - iii. The legal consequences (title, liens, encumbrances, prohibition of storage in any other location, customs formalities, etc.);
 - iv. Whether there is a special storage / carriage method obligation or requirement due to the nature of the goods;
 - v. The special instructions for the loading or unloading method,
 - vi. Necessary information and documents concerning customs and tax procedures, if Goods are subject to customs and excise provisions or to tax regulations; and
 - vii. All other particularities that are of significant nature in respect of the provision of the Services.
 - 4.3. In the event that the ship, container and/or cargo has been disinfected, then the Contracting Party shall be obliged to inform Steinweg about the disinfectant, which is used, and to which container(s), barge(s), warehouse(s), cargo and/or packaging it is applied, at least 7 (seven) days before arrival thereof at the port of destination or any other port designated. The Contracting Party shall be responsible for degassing and/or ventilating the ship, container and/or cargo in a manner to reach a safe point, at its own expense.
 - 4.4. In the event that the Contracting Party fails to fulfill its obligations concerning delivery of the goods on time or at the correct state or place, or its obligations to furnish Steinweg with the required information and documents, or that the goods arrive in a damaged or defective manner, then Steinweg shall be entitled to reject the goods.
 - 4.5. Steinweg shall have the right, but not an obligation, to take any measure with respect to any treatment or action, which may be deemed necessary for preservation or protection of the stored goods, or the goods owned by himself or others, at the expense and obligation of the Contracting Party.



- 4.6. In the event that the Contracting Party sells the goods or any portion of the goods, or that it otherwise disposes of such goods or any portion of such goods, then this situation shall not relieve the Contracting Party of its obligations, which it has previously assumed against Steinweg, unless Steinweg confirms, in writing, the Contracting Party that it acknowledges such transfer/assignment and release of the goods.
 - 4.7. The Contracting Party shall be obliged to notify Steinweg in writing at least 3 days in advance of any transfer or assignment of the ownership of the goods or transfer or assignment of the right to receive the goods, as the case may be. The provisions of Article 19.7, 19.8 and 19.9 are reserved.
 - 4.8. The Contracting Party shall be obliged to notify, in writing, Steinweg of any claim that will be raised by the Contracting Party and/or by any third party, which acts for and on behalf of the Contracting Party, with respect to any damage to and/or loss of the transport vehicles / equipment, which are owned by the Contracting Party and/or by any such third party, before such vehicles / equipment leave the facilities of Steinweg and/or of any subcontractor thereof. In case of failure to notify of such matter, then such claim shall not be accepted.
 - 4.9. Steinweg shall determine the order, in which the ships, trucks, barges or other transport vehicles are loaded or unloaded, as well as the time and location for berthing and parking. Upon arrival of the floating or wheeled transport vehicles, the unavailability of berthing or parking occupancy shall be considered to be beyond the control of Steinweg.
 - 4.10. Steinweg, at its own discretion, may provide the services, either in whole or in part, through the employees and equipment of any third party, or by means of the operation capabilities, loading and unloading equipment and/or transport vehicles owned or provided by the Contracting Party, the latter at all times being free of charge.
 - 4.11. Steinweg shall be free to determine the form and manner of performance of Services, unless explicitly agreed otherwise. In respect of performance of the agreement, the Contracting Party shall comply with the special instructions and general directives, as given by Steinweg.
 - 4.12. Notwithstanding any specific order or instruction from the Contracting Party, if Steinweg takes the view in its sole and absolute discretion that it is necessary or it serves to the interests of the Contracting Party to deviate from the Contracting Party's order or instruction, Steinweg shall be at liberty to do so and the Contracting Party shall comply with all general directives and specific instructions given by Steinweg in this regard. All costs and expenses reasonably incurred thereby shall be for the Contracting Party's account.
- 5. Instructions**
- 5.1. The Contracting Party agrees that Steinweg shall not be liable to the Contracting Party or any other party claiming through the Contracting Party in contract, tort or otherwise for any loss, cost, expenses, claims, damages or injury whatsoever and howsoever arising out of or in connection with the Contracting Party's instructions.
 - 5.2. All instructions relating to the Goods must be received by Steinweg from the Contracting Party at least 3 Working Days prior to the intended date of execution of the instructions. The instructions must conform to Article 4.2, be reasonable and provide all relevant details to enable Steinweg to execute them (including detailed descriptions of the Goods, delivery date of the Goods to Steinweg, address to which the Goods are to be forwarded and any other specific instructions).
 - 5.3. Unless otherwise agreed by Steinweg, all such instructions must be endorsed or approved in writing or via email by the Contracting Party. If the Contracting Party fails to provide



all relevant information, the Contracting Party shall, upon request from Steinweg, immediately provide any outstanding information in writing, which together with the original instruction(s) shall collectively be treated as the instruction for the purposes of this clause.

- 5.4. Upon receipt of any instructions from the Contracting Party, Steinweg may, at its sole option, either accept or reject them. The instructions that have been accepted by Steinweg shall not be changed or supplemented by the Contracting Party unless otherwise agreed in writing by Steinweg.
- 5.5. Steinweg shall be entitled to rely on any instruction, instrument or signature from the Contracting Party as valid and binding on the Contracting Party, if Steinweg reasonably believes them to be genuine. Steinweg shall not be required to inquire into the authenticity of any written instruction, instrument or signature received from the Contracting Party.

6. Insurance

- 6.1. No insurance will be effected by Steinweg for the performance of the Services or for the goods, except upon express instructions given in writing by the Contracting Party.
- 6.2. The Contracting Party shall be obliged to take out and maintain adequate insurance during the performance of the Services, including but not limited to the cargo insurance and the insurance to cover any damage caused by the goods.
- 6.3. When Steinweg uses any equipment for carrying out his orders he shall be entitled to take out insurance at the Contracting Party's expense to cover the forwarder's or warehouse keeper's risk arising through the use of such equipment.
- 6.4. All insurances effected in such respect shall be subject to the usual coverage and provisions conforming to the market practice.

7. Fees and Rates

- 7.1. Unless specifically agreed otherwise in writing, all rates and tariffs are in AZN and excluding all expenses, VAT, taxes and charges, such as charges that are levied by public and customs authorities on Goods, their transshipment and/or storage and/or handling of the Goods.
- 7.2. Steinweg shall be entitled to an amendment of the order or request increase of fees / rates; if there are cost-increasing factors beyond the control of Steinweg, which are based on circumstances of such a nature that when concluding the contract or the order with the Contracting Party, Steinweg could not be expected to take into account the risk that they could occur. Such factors include but are not limited to changes in currency exchange rates, rates of freight, insurance premiums, labor or energy rates, general port charges, government charges, taxes, and any other rates or charges on which the pricing was based.
- 7.3. Unless otherwise agreed, all "Other Services" shall be charged and invoiced separately to the Contracting Party, based on the up-to-date rates and tariffs applicable at the time of the relevant Service being carried out.
- 7.4. Notwithstanding any other provision herein, Steinweg shall be entitled to yearly adjustments in rates and tariffs.
- 7.5. The ratios and tariffs, as agreed, shall be applied during the official working hours from 08:30 to 17:00, Monday to Friday.
- 7.6. Any service, which is performed out of official working hours and on public holidays (including the evening and night shifts following such days) shall be considered as overtime services.
- 7.7. Special ratios and tariffs shall be applied for the overtime services, and such overtime services shall be subject to the availability of workforce.



7.8. For the works of a special nature and unusual tasks requiring a special amount of time or effort, an additional reasonable amount may be charged by Steinweg.

8. Terms of Payment

8.1. Unless specifically agreed otherwise in writing, payment shall be made (effective) in AZN via bank transfer.

8.2. The Contracting Party shall pay the amount, which is invoiced by Steinweg, to Steinweg within a period of 7 (seven) days as of the invoice date. The payment shall be performed as specified by Steinweg. Performance of any payment to any person(s), who is (are) alleged to be the representative of Steinweg, shall not relieve the Contracting Party from its obligation to pay Steinweg.

8.3. Invoices may be sent in hard copy or electronically (via email or accounting portals). In the event that the Contracting Party fails to raise any objection against the invoice, or to return the invoice, within a period of 7 (seven) days as of the date of receipt, then such invoice shall be accepted without any dispute thereto.

8.4. The Contracting Party is prohibited from engaging in netting, deducting, or offsetting any amount owed by Steinweg from the invoice amount. Furthermore, the Contracting Party is not authorized to assert non-performance by Steinweg as a reason to withhold payment.

8.5. In the event that the Contracting Party fails to pay the amount of the invoice to Steinweg within the period as set out under the Article 8.2, then the Contracting Party shall be deemed to have gone into default without any requirement to serve any prior notification for default.

8.6. For receivables overdue, interest determined by the Central Bank of the Republic of Azerbaijan shall accrue without further notification or warning.

8.7. The Contracting Party shall also be obliged to pay the legal or non-judicial charges such as travel expenses, accommodation expenses and the fees of the attorneys retained by Steinweg with respect to collection of the receivables or settlement of disputes. The non-judicial charges shall be fixed to 15 percent of the amount of claim.

8.8. Any payment, which will be performed by Steinweg or any subcontractor thereof for and on behalf of the Contracting Party, such as, but not limited to, the expenses, import duties, ship freight charges, and expenses for additional services, shall be invoiced separately, and they are required to be paid directly upon receipt of the invoice.

8.9. All expenses and/or damages, which are incurred by Steinweg due to the unavailability of the transport vehicles used for and on behalf of or by the Contracting Party or due to any defect in such transport vehicles or due to the loss of and damage to such transport vehicles or due to the other reasons, must be paid or reimbursed directly to Steinweg. Steinweg shall be entitled to suspend its services until such payments are performed.

8.10. Steinweg shall be entitled to request the Contracting Party to provide advance payment, cash payment, interim payment or guarantee with respect to any current or future claim, which Steinweg might bring forth against the Contracting Party at any time before, during or after performance of its services. In case of failure to provide such payments or guarantees, then Steinweg shall be entitled to terminate the agreement as well as the order immediately, without any requirement for any legal action and without any obligation for any indemnity to be paid by Steinweg.

8.11. In the event that the Contracting Party initiates proceedings for liquidation, composition of debts, or if a third party commences bankruptcy proceedings against the Contracting Party, or if the Contracting Party declares bankruptcy, suspends its activities wholly or partially, transfers or assigns its activities to a third party, loses control over any part or all of its assets due to attachment or other measures, or undergoes a change of control;



all outstanding invoices and/or current and future claims by Steinweg must be promptly paid and settled. In such circumstances, Steinweg reserves the right to immediately terminate its contractual relationship with the Contracting Party, without waiving its entitlement to pursue damages, and without any obligation to provide compensation.

9. Termination

- 9.1. In case circumstances occur where it is not reasonable to expect that Steinweg continues the performance of its services, such as but not limited to circumstances beyond Steinweg's control which last for more than 48 consecutive hours, Steinweg has the right to terminate the contractual relationship with the Contracting Party with immediate effect and without giving prior notice and without the Contracting Party being entitled to claim any damages or costs from Steinweg.
- 9.2. Notwithstanding Steinweg's other rights under the agreement, including the right to claim damages from the Contracting Party, any breach of the Contracting Party's obligations constitutes a right of Steinweg to terminate the contractual relationship wholly or in part and/or to suspend or interrupt the services, with immediate effect and without giving prior notice and without the Contracting Party being entitled to claim any damages or costs from Steinweg.
- 9.3. In the event that the Contracting Party initiates proceedings for liquidation, composition of debts, or if a third party commences bankruptcy proceedings against the Contracting Party, or if the Contracting Party declares bankruptcy, suspends its activities wholly or partially, transfers or assigns its activities to a third party, loses control over any part or all of its assets due to attachment or other measures, or undergoes a change of control; all outstanding invoices and/or current and future claims by Steinweg must be promptly paid and settled. In such circumstances, Steinweg reserves the right to immediately terminate its contractual relationship with the Contracting Party, without waiving its entitlement to pursue damages, and without any obligation to provide compensation.
- 9.4. Steinweg shall be authorized to terminate the contractual relationship with the Contracting Party upon notice, in writing, to be served, without relying on any cause, in a manner to be effective 60 days after service of the notification to the Contracting Party. In such case, the Contracting Party shall not be entitled to make any claim for damages, expenses or indemnities against Steinweg due to the expiration/termination of the agreement, without prejudice to the parties' rights and receivables arising from the agreement.

10. Right of Retention or lien

- 10.1. Steinweg has a right of retention and/or lien on all goods, documents and funds of the Contracting Party in the possession of Steinweg during the course of the rendering of the Services regardless of the grounds and regardless of its designated use, for all and any claims against the Contracting Party either due and payable, existing, prospective or dormant. Steinweg is also entitled to exercise such rights against the Contracting Party's debts in connection with previous Orders, legal relationships or previous assignments. In the event of non-payment of the claim(s) for which such rights are exercised, Steinweg shall be entitled to sell the Goods, documents and funds, and recover its claim(s) on the proceeds of such sale.
- 10.2. Any person who entrusts goods to Steinweg for the purpose of service performance shall be deemed the representative of the Contracting Party, facilitating the establishment of right of retention on said goods.



11. Contracting Party's Obligations and Liability

11.1. By engaging Steinweg in the provision of Services, the Contracting Party represents and warrants to Steinweg that:

- i. the Contracting Party shall not deliver to Steinweg any consignment containing dangerous, verminous, infested, contaminated or condemned goods unless he has given to Steinweg in writing full details of the same and obtained the written agreement of Steinweg to the delivery of such consignment;
- ii. all descriptions, values and other particulars of the goods furnished to Steinweg (whether for customs, consular and/or any other purpose) are accurate and complete;
- iii. unless otherwise agreed under the relevant Order, the Goods shall be properly and safely stowed / packed and be fit to be carried and stored;
- iv. the information it provides to Steinweg is true and accurate and shall continue to be true and accurate until such time Steinweg no longer requires such information for the performance of the Services; and
- v. neither the Contracting Party, nor his related parties, employees and/or subcontractors are subject to any sanction or prohibition imposed by any state, supranational or international governmental organization or exchange.

11.2. The Contracting Party shall be and remain responsible (i) for delivery of the Goods at the premises or at the delivery place as agreed in the relevant order or instruction, or as notified by Steinweg to the Contracting Party, and (ii) unless otherwise agreed with the Contracting Party in the relevant order, for the customs clearance and other import/export declarations and procedures in respect of the Goods.

12. Indemnity

12.1. The Contracting Party shall fully indemnify and hold harmless Steinweg against any claim, fine, penalty or other damage to Steinweg arising from or related to any breach by the Contracting Party of its representations, warranties and undertakings under these General Terms and Conditions.

12.2. The Contracting Party shall indemnify and hold harmless Steinweg from and against all losses, damages, costs, claims, lawsuits, liability and expense of whatsoever nature and howsoever arising, suffered or incurred by Steinweg, its employees, agents or contractors in relation to the Services; directly or indirectly from or in connection with:

- i. the collection, carriage, storage and/or delivery of goods which wholly or partly consists of dangerous, verminous, infested, contaminated or condemned or contraband goods; or
- ii. any defects in the goods and/or packaging, improper stowage, deficient dunnage, inadequate load securing and/or insufficient protection during packing; or
- iii. the Contracting Party's instructions, or inaccurate, incomplete, misleading, obscure and/or inadequate documents, information and/or instructions provided by the Contracting Party, or delay on the part of the Contracting Party in furnishing the relevant documents and/or instructions to Steinweg; or
- iv. any act or omission of the Contracting Party, its employees, affiliates, agents, contractors or representatives (including third parties whose services the Contracting Party engages and/or third parties that work on behalf of the Contracting Party).

12.3. The Contracting Party shall indemnify and hold harmless Steinweg for all third-party claims (including employees of both Steinweg and the Contracting Party) resulting from



- the nature or condition of the Goods, save where such damage is directly caused as a result of fault or negligence on the part of Steinweg. The foregoing notwithstanding, in cases whereby the loss, damage or expense is caused by the fault or negligence on the part of Steinweg, the Contracting Party shall still be obliged to indemnify and hold harmless Steinweg at all times and in all cases against such loss, damage or expense if and to the extent the amount of the claim exceeds the total sum of EUR 100,000 for each occurrence or series of occurrences arising from the same cause. Damage shall also be understood to include damage to third parties which Steinweg is obliged to compensate; as well as the damage caused by death or injury and any form of financial loss.
- 12.4.** In case Steinweg has to defend itself legally against the claims of third parties arising from the breaches in these General Terms and Conditions, or in case Steinweg deems it necessary to lodge proceedings or any other legal measures regarding such claims, or in case the Contracting Party requests Steinweg to lodge such proceedings or take legal measures and Steinweg agrees to such request, the work and costs, including costs regarding legal and/or tax and/or other forms of advice or assistance deemed necessary by the Steinweg, will be for the risk and account of the Contracting Party.
- 12.5.** Apart from his liability arising from the agreement with Steinweg, the Contracting Party shall be obliged to indemnify and hold harmless Steinweg against any claim raised by any person, in any capacity whatsoever, pursuant to the current texts of the following regulations.
- i.** Regulation (EC) Nr. 1907/2006 of December 18, 2006 on Registration, Evaluation, Authorization and Restriction of Chemicals (REACH);
 - ii.** Regulation (EC) Nr. 1272/2008 of December 16, 2008 on Classification, Labeling and Packaging of Substances and Mixtures;
 - iii.** The provisions of labor law applicable at the employee's customary workplace;
 - iv.** Environmental laws;
 - v.** And other applicable regulations or legislations.
- 13. Steinweg's Liability and Himalaya Clause**
- 13.1.** Steinweg shall not be liable for any damage whatsoever, unless the Contracting Party proves that the damage has been caused by the fault or negligence on the part of Steinweg during the performance of his obligations.
- 13.2.** Steinweg's liability shall in all cases be limited to EUR 100,000 per occurrence or series of occurrences arising from the same cause.
- 13.3.** Steinweg shall not be liable whether in contract or tort for any consequential, exemplary, punitive, special, indirect or other incidental loss or damages including but not limited to loss of profits, income, revenues, prestige, data or data use, interest, utility or market, irrespective of whether Steinweg was made aware of the possibility of such loss or damage, incurred by the Contracting Party. Loss of demurrage of any means of transport (floating or rolling) or dispatch money are deemed to be consequential damage.
- 13.4.** Steinweg shall not be liable for any damages, expenses and/ or fines resulting from any unwanted person or stowaway discovered in the relevant means of transport, the storing areas or in the warehouses.
- 13.5.** Steinweg shall be discharged from all liability unless the Contracting Party notifies Steinweg in writing of any damage or loss, either within 4 (four) weeks after the Contracting Party has become aware of such damage or loss, or within 3 (three) months after the means of transport involved, the goods or the person involved, has/have left



- the premises of Steinweg, whichever term is shorter. All and any claims against Steinweg shall become time barred by the mere expiry of nine months since such claim has arisen.
- 13.6.** Where there is reference to the Special Drawing Right (*SDR*) in any agreement, legislation or order, *SDR* shall be converted into the relevant currency based on its value, as determined by the IMF on the actual payment date or on any other date as agreed by the parties.
- 13.7.** Should employees of Steinweg and/or subcontractors, whose services are employed by Steinweg for the purpose of performing the Services be held liable, such persons shall be entitled to invoke any limitation of and/or exemption from liability included in these General Terms and Conditions or any other statutory or contractual provision.
- 14. Dangerous Goods and Precious Goods**
- 14.1.** In the event that the goods handled by Steinweg in the performance of the Services are deemed to be dangerous pursuant to the relevant regulations for the carriage of dangerous substances on inland waterways, by road or by sea, such handling of the goods shall be governed by the European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways (ADN), the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and the International Maritime Dangerous Goods Code (IMDG Code) as well as the applicable national regulations with regard to carriage of dangerous goods.
- 14.2.** Should Steinweg suffer damage as a result of failure by the Contracting Party to comply with the obligations laid down in any of the regulations on dangerous goods as mentioned in Article 14.1, the Contracting Party shall be obliged to compensate such damage to Steinweg in full.
- 14.3.** Without prejudice to the Article 14.1, the Contracting Party shall indemnify Steinweg against any damage caused by the dangerous goods or handling thereof, except where Steinweg has caused the damage as a result of willful misconduct.
- 14.4.** The damage shall include any damage to any third party, for which Steinweg is liable to indemnify, as well as any damage arising from the death or personal injury and any financial loss.
- 14.5.** Except under special arrangements previously agreed between the parties in writing, Steinweg shall not accept or deal with gold, coins, precious stones, jewelry, valuables, art pieces, historical artifacts, antiques, pictures, livestock or plants. If the Contracting Party nevertheless delivers such goods to Steinweg or causes Steinweg to handle or deal with such goods otherwise than under special arrangements previously agreed between the parties in writing, Steinweg shall be under no liability whatsoever for any loss, damage or claim however caused in connection with the goods.
- 15. Subcontracting**
Steinweg shall be authorized to subcontract the services and to acknowledge the (standard) terms and conditions as prescribed by such third parties.
- 16. Force Majeure**
Steinweg shall not be considered in default or breach of its obligations or the relevant order, and shall be excused from performance or liability for damages to the Contracting Party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of its obligations due to a force majeure event including those arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, failure of contractors or suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion,



epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond Steinweg's reasonable control, including any curtailment, order, regulation, or restriction imposed by international, parliamentary or local body or authority or exchange, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of Steinweg or property or equipment of others which are necessary for the provision of the Services. If a force majeure event continues for a period of more than 60 days, Steinweg shall be entitled, at its sole discretion, to cancel, rescind or terminate the relevant Order.

17. Miscellaneous

17.1. Non-applicability of the Contracting Party's Terms and Conditions

The general terms and conditions as prescribed by the Contracting Party and/or its subcontractor(s) shall not be applicable, whether they are printed among the transport documents, or not.

17.2. Invalidity

In the event that any term, condition, or article of these General Terms and Conditions is found to be invalid or partially invalid, other provisions of these General Terms and Conditions shall nevertheless remain in force and effect so long as the economic or legal substance of the transactions contemplated between Steinweg and the Contracting Party is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the relevant provision shall be replaced by a valid provision so as to effect the original intent of these General Terms and Conditions as closely as possible.

17.3. Changes/Amendments

Any change in/amendment to these General Terms and Conditions shall be performed in writing.

17.4. Original Text

These General Terms and Conditions has been arranged in English. The Steinweg has the right, but not obliged to, to arrange the translation of these General Terms and Conditions upon the request by the Contracting Party. In case of any conflict between the English text and the translation, then the English text shall be applied.

18. Governing law and jurisdiction

18.1 These General terms and Conditions shall be construed in accordance with the laws of the Republic of Azerbaijan. The laws of the Republic of Azerbaijan shall apply to all legal relationships arising out of or related to this General Terms and Conditions.

18.2 Any dispute arising out of or related to this General Terms and Conditions shall be finally submitted for the settlement to the respective courts of the Republic of Azerbaijan.

19. Compliance and Sanctions Rules

19.1. The Contracting Party accepts that based on applicable legislation to prevent money laundering, terrorism financing, bribery, and corruption, Steinweg is required to report unusual transactions to the competent authorities. The Contracting Party accepts that Steinweg may be obliged by the applicable legislation to identify the Contracting Party and verify the identification. The Contracting Party must afford its full cooperation in this matter. Steinweg will record the required data and keep it in accordance with applicable regulations. The Contracting Party accepts that the aforementioned disclosure obligation prevails over the applicable privacy rules. The Contracting Party guarantees compliance with all applicable sanctions and restrictions laid down in and ensuing from all relevant



- US, UN, EU or other relevant sanction authorities' sanctions and export control regulations in force at the conclusion of the agreement and during its performance.
- 19.2. The Contracting Party specifically agrees that it will not directly or indirectly pay, offer, give, promise to pay, or authorize the payment or giving of any money or anything of value to any person or entity for the purpose of illegally or improperly including a decision or retaining business or any advantage in connection with the agreement. And the Contracting Party will comply with all applicable country laws relating to anti-corruption or anti-bribery, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions as well as legislation implementing this OECD Convention.
 - 19.3. Contracting Party shall inform Steinweg immediately once becoming aware of any sanction being imposed on itself or any related party, or of any circumstance exposing Steinweg, its employees and/or subcontractors to any sanction or prohibition imposed by any State, Supranational or International Governmental Organization or exchange.
 - 19.4. Steinweg is entitled to terminate the agreement immediately if it reasonably suspects that the goods are directly or indirectly intended for any country subject to a sanction pursuant to US, UN, EU, or other relevant sanction authorities' regulations for the goods in question, without an exemption or license having been obtained for this purpose by a competent authority. Steinweg is also entitled to terminate the agreement immediately if it reasonably suspects that the Contracting Party intends to violate or violates the obligations and/or legislation relating to anti-corruption or anti-bribery as mentioned in article 19.2.
 - 19.5. Steinweg shall always and in every phase of the performance of an Order, have the right to immediately cease providing / performing the Services or refuse to comply with any Order and/or instructions of the Contracting Party, which may in his reasonable judgement, expose Steinweg, its employees and/or subcontractors to any sanction or prohibition imposed by any state, supranational or international governmental organization or exchange.
 - 19.6. Following the termination of the agreement based on one of the aforementioned articles, any obligations of Steinweg under the agreement will lapse immediately. The Contracting Party will fully indemnify and hold harmless Steinweg against any claim, fine, or other damage of third parties arising or related to such termination or violation.
 - 19.7. Should the Contracting Party sell or instruct delivery of the Goods to a third party ("Assignee") for whatsoever reason, he shall, before selling the Goods or serving a delivery instruction to Steinweg:
 - i. perform necessary checks, due care and diligence on the Assignee to ensure that the Assignee is not subject to any sanction or prohibition imposed by any state, supranational or international governmental organization or exchange;
 - ii. procure that the Service Agreement and its annexes are executed unilaterally by the Assignee and delivered (by the Contracting Party) to Steinweg;
 - iii. provide any information and documents on the Assignee upon the request of Steinweg.
 - 19.8. Notwithstanding Article 19.7, Steinweg shall always (even after the sale) have the right to refuse providing any Services to the Assignee, to immediately cease any ongoing Services and/or to request the Contracting Party to take delivery of the Goods, and send the relevant invoice to the Contracting Party, if in his reasonable judgement, providing Service(s) or delivering the Goods to the Assignee may expose Steinweg, its employees



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and/or subcontractors to any sanction or prohibition imposed by any state, supranational or international governmental organization or exchange.

- 19.9. Notwithstanding Articles 19.7 and 19.8, the Contracting Party hereby guarantees that the Assignee shall not be a sanctioned or prohibited party. The Contracting Party undertakes to compensate any damages (including administrative fines, direct and indirect damages, special, incidental, consequential, or punitive damages, loss resulting cease of operations, loss of opportunity, lost profits, loss of business, loss of data, loss of prestige) incurred by Steinweg in connection with the Assignee being or becoming a party subject to any sanction or prohibition.

20. Privacy

- 20.1. Steinweg processes personal data obtained from the Contracting Party in the context of the performance of the agreement, in order to comply with legal obligations and its legitimate interests. In the performance of the agreement, Steinweg determines the purpose and means of processing personal data. Steinweg is controller of personal data obtained from the Contracting Party in connection with the performance of the agreement. As controller, it is not necessary for Steinweg to enter into a data processing agreement with the Contracting Party. Steinweg will only process personal data to the extent that this is compatible with the purpose for which the personal data are collected.
- 20.2. Steinweg may, whether or not in connection with the agreement, process, store and share the Contracting Party's personal data to everyone within the Steinweg organization in connection with the performance of the agreement and for the purpose of relationship management. Steinweg will take appropriate technical and organizational measures to protect the personal data against loss, unauthorized access, and alteration. For more information, please check the Privacy Statement of Steinweg which may be amended, varied, supplemented, or updated from time to time at <https://www.steinweg.com/en/privacy-statement/>.
- 20.3. The Contracting Party will keep the personal data collected during the performance of the agreement confidential. The Contracting Party will not disclose personal data it obtains in the performance of the agreement or make it available to third parties, unless Steinweg has given prior permission or when a statutory regulation obliges the Contracting Party to do so. The confidentiality obligation does not apply with regard to information that has become publicly known without violating the confidentiality clause or in the case where that information was already known to the recipient at the time of receiving the information under the agreement, or if that information was provided by a third party, without violating a confidentiality clause.