

TERMS AND CONDITIONS OF SEA CARRIAGE – EXPERT TRANSPORTATION COMPANY

- 1) The following definitions apply to the terms and conditions set out below that govern the contract of carriage and other services between you and us.

"we", "us", "our" and "Experts" means Experts Transportation Co. LLC (Experts) and Experts's employees, agents and independent contractors;

"you" and "your" means the sender or consignor or merchant;

"carriage" means and includes the whole of the operations and services undertaken by us in connection with the transportation of the shipment;

"consignment note" means information provided by you in paper or electronic form concerning the shipment;

"other services" means all services not being services for the carriage of shipments that are performed by us, including, but not limited to, storage, sorting, kitting, merging, packing, installation, value added- and transportation management services;

"shipment" means goods or documents of whatever nature (whether in bulk or in one or more packages) which we have accepted for carriage from one address to another or regarding which we have accepted to perform other services, whether under our consignment note or not;

"prohibited items" means any goods or materials the carriage of which is prohibited by any law, rule or regulation of any country in or over which the shipment travels;

- 2) Your contract of carriage and of other services is with Experts or the subsidiary or affiliate of Experts that accepts from you the shipment for carriage or, as the case may be, the performance of other services. You agree that we may subcontract the whole or any part of the contract of carriage or of other services on any terms and conditions we decide.
- 3) By giving us your shipment you accept our terms and conditions set out in the consignment note and/or the contract of carriage and/or the contract for the performance of other services on behalf of yourself and/or anyone else who has an interest in the shipment or the performance of other services irrespective of whether you have signed the front of our consignment note or not. Our terms and conditions also cover and can be invoked by anyone we use or subcontract to collect, transport, deliver your shipment or perform other services as well as our employees, directors and agents. Only our authorised officers may agree to a variation of these terms and conditions in writing. When you give us the shipment with oral or written instructions that conflict with our terms and conditions we will not be bound by such instructions.
- 4) Even if the carriage of the shipment forms part of another type of contract between you and us, these terms and conditions apply to the contract agreed between you and us for any carriage of goods pursuant to the contract. By concluding any type of contract with us that involves the carriage of goods you agree that the contract is a contract of carriage of goods by sea considering that the carriage of the shipment actually takes place by sea;
- 5) Except in the circumstances referred to in Clauses 6 and 7 of these Terms and Conditions of Carriage, we do not carry or perform other services regarding goods which are, or are in our sole opinion, dangerous goods including, but not limited to, those specified in the International Maritime Dangerous Goods (IMDG) code or any other national or international rules applicable to the transport of, or the performance of other services regarding, dangerous goods.

- 6) We may at our discretion accept some dangerous goods for carriage, or for the performance of other services, in some countries if you have been accorded the status of an approved customer and this must be given by us in writing before your shipment can be accepted. Your dangerous goods will only be accepted if they comply with the applicable regulations (as referred to in Clause hereinabove) and our requirements. Details of our requirements together with the procedure for applying for approved customer status are available from our nearest office and a dangerous goods surcharge will be invoiced to you upon acceptance of your shipment. Certain dangerous goods are exempt from the above approved customer requirements. Details can be obtained from our nearest Experts office.
- 7) You must ensure and you certify by completing our consignment note or tendering a shipment to us that your shipment does not contain a prohibited article as specified in any national or international regulations that govern shipment security. You must give us a full description of the contents of the shipment on the consignment note or other accompanying document and your responsibilities and liabilities are not extinguished by providing this information.
- 8) Shipments carried or handled by us may be subject to security screening which could include the use of x-ray, explosive trace detection and/or other security screening methods. You accept that your shipment may be opened and the contents of your shipment may be examined in transit.
- 9) You declare that you have prepared the shipment for carriage, or for the performance by us of other services, in secure premises using reliable staff employed by you and that the shipment has been safeguarded against unauthorised interference during preparation, storage and/or transportation immediately prior to acceptance for carriage of the shipment by us or for the performance by us of other services.
- 10) We do not accept shipments that contain prohibited items. We may be required to share information, including your personal data for your shipment with the authorities of the country of the shipment's destination or transit country authorities for customs and/or for security reasons.
- 11) You assume responsibility for and guarantee compliance with all applicable export controls laws, including but not limited to regulations and rules that prohibit unauthorised trade in military and other strategic goods and services with, as well as financial or commercial dealings with named individuals and entities in countries to, from, through or over which your shipment may be carried, or regulations and rules that impose conditions under which certain technologies, information and commodities can be transported to, from, through or over any country which your shipment may be carried.
- 12) You also guarantee that you will not tender any shipment to us if you or any of the parties involved in the shipment are listed on any of the United Nations sanctions programmes, regional and national programmes implementing and/or supplementing those, as well as parties listed on autonomous measures regulations.
- 13) You agree to identify shipments subject to pre-export regulatory controls and to provide us with information and all necessary documentation to comply with applicable regulations.
- 14) You are responsible at your expense for determining export and import licensing or permitting requirements for a shipment, obtaining any required licenses and permits and for ensuring that the consignee is authorised by the laws of the origin, destination countries and any country(ies) asserting jurisdiction over the goods. We assume no liability to you or to any other person for your acts of non-compliance with export control laws, sanctions, restrictive measures and embargoes.
- 15) You agree that we or any governmental authority including customs and security may open and inspect your shipment at any time. Costs applicable, if any, shall be payable you as per actuals.

- 16) Weekend days, public holidays, officially declared or decreed holidays, delays caused by customs, delays attributable to compliance with mandatory local security or government requirements or other events beyond our control are excluded in our quote for door-to-door delivery times in our published literature. The route and the method by which we transport your shipment will be at our sole discretion. We will endeavour to expedite all customs clearance formalities for your shipment but we are not liable for any delays, losses or damage caused by such delays or interference from customs officers or any other governmental authorities.
- 17) You appoint us as your agent solely for the purpose of clearing and entering the shipment through customs. If we subcontract this work, you certify that we are the consignee for the purpose of designating a customs broker to perform customs clearances and entries. If any customs authority requires additional documentation for the purpose of confirming the import/export declaration or our customs clearance status, it is your responsibility to provide the required documentation at your expense.
- 18) You certify that all statements and information you provide relating to the exportation and importation of the shipment will be true and correct. You acknowledge that in the event that you make untrue, inaccurate or fraudulent statements about the shipment or any of its contents you risk a civil claim and/or criminal prosecution, the penalties for which include forfeiture and sale of your shipment. To the extent that we may voluntarily assist you in completing the required customs and other formalities, such assistance will be rendered at your sole risk. You agree to indemnify us and hold us harmless from any claims that may be brought against us arising from the information you provide to us and any costs we incur regarding this and to pay any administration fee we may charge you for providing the services described in this condition.
- 19) Any customs duties, taxes (including, but not limited to, VAT, if applicable), penalties, storage charges or other expenses we incur as a result of the actions of customs or other governmental authorities or your failure and/or the receiver's failure to provide proper documentation and/or to obtain the required licence or permit will be charged to you or the receiver of the shipment. In the event that we decide to charge the receiver and the receiver refuses to pay the incurred charges you agree to pay them to us together with our fee for the administration involved as well as any extra costs we incur. Upon our first request, you will provide a proper guarantee for any of the duties, taxes, penalties, storage charges or any other expenses set out in this condition.
- 20) If we are unable to deliver a shipment because of an incorrect address, we will make all reasonable efforts to find the correct address. We will notify you of the correction and deliver or attempt to deliver the shipment to the correct address. In these circumstances, additional charges may apply. Deliveries to post office box numbers are not accepted.
- 21) Where we are unable to complete the delivery of a shipment for whatever reason we will try to leave a notice at the receiver's address stating that delivery has been attempted and the whereabouts of the shipment. If delivery has not been made after a second attempt by us or if the receiver refuses to accept delivery, we will try to contact you and agree the appropriate next action. You agree to pay us any costs we incur in forwarding, disposing of or returning the shipment and our charges, if any, for making a third or more delivery attempt and for the agreed appropriate next action. If we do not receive your or the receiver's instructions within a reasonable period after our second attempt to deliver the shipment, you agree that we may destroy or sell the content of the shipment without further liability to you.
- 22) You or the receiver of a shipment may give special instructions to us to deliver the shipment to another location and/or person (being for example a neighbour and/or neighbouring address) or the receiver may indicate its wish to collect the shipment from a location approved by us. We agree to enable this special delivery instructions service, provided (a) furnishing of any delivery receipt upon which is listed the alternative person and/or delivery location will constitute proof of delivery of the shipment; (b) we will not be liable for any loss or damage whatsoever as a result of our performance of special delivery

instructions; (c) you shall indemnify us and hold us harmless from and against all claims, costs, liability and expenses, including reasonable lawyer's fees and expenses, arising by reason of loss or damage to any shipments as a result of providing this special delivery instructions service. We also reserve the right to charge you an administration fee for providing this special delivery instructions service; and/or (d) where appropriate we may deliver, at your risk, the shipment to an address close to the delivery address if the receiver of the shipment is not available.

- 23) You warrant, represent and guarantee to us (a) the contents of the shipment (including but not limited to weight and number of items) have been properly described on our consignment note, have been correctly labelled and the label or labels have been securely fixed by you in a prominent position on the outer surface of the shipment that can be clearly seen by us; (b) the consignee's full address including postcode and contact details have been fully, accurately and legibly entered on our consignment note and on an address label securely fixed by you to a prominent position on the outer surface of the shipment that can be clearly seen by us; (c) the contents of the shipment have been prepared and packed safely and carefully by you to protect against the ordinary risks of transport or the performance by us of other services, including any associated sortation and/or handling process; (d) you have declared the correct weight of the shipment and you will provide any special equipment we may need to load or unload the shipment on or off our vehicles; (e) you have securely fixed a heavy weight label in a prominent position on the outer surface of the shipment that can clearly be seen by us for any item weighing 30 kilos or more; (f) the contents of the shipment are not restricted by IMDG and are not prohibited items and neither you nor the consignee is a person or organisation with whom we or you may not legally trade under any applicable laws or regulations; (g) when you have asked us to charge the receiver or a third party and the receiver or third party does not pay us you will promptly settle our invoice together with an administration fee in full within 7 days of us sending you the invoice; (h) all applicable laws and regulations have been complied with; and/or (i) you have taken all reasonable precautions to comply with all conventions, directives and legislation relating to the protection of personal data including if practicable encryption of the personal data to ensure the safety of the personal data in the event of loss or misdelivery of a shipment.
- 24) You agree to indemnify us and hold us harmless from any liabilities we may suffer or any costs, damages or expenses, including legal costs, we incur either to you or to anyone else arising out of you being in breach of any of the warranties, representations and guarantees, even if we inadvertently accept a shipment that contravenes any of your obligations.
- 25) Our liability, if any, pertaining to other services for whatever reason, including without limitation for breach of contract, in negligence or for willful act or default, our liability to you shall at all times be limited to the freight and/or charges paid by you to us. At all times, we shall not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever arising including without limitation for breach of contract, in negligence, for willful act or default.
- 26) We shall not be liable if we do not fulfill any obligations towards you at all as a result of:
- a. circumstances beyond our control such as (but not limited to): (i) acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost; (ii) force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions; (iii) national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery; and/or (iv) latent defects or inherent vice in the contents of the shipment; criminal acts of third parties such as theft and arson.
 - b. your acts or omissions or those of third parties such as (i) you being in breach of (or any other party claiming an interest in the shipment causing you to breach) your obligations under these terms and conditions and in particular those warranties set out in Clause 12; (ii) an act or omission of any customs, security, airline, airport or government official; (iii) the manner in which you or third parties have packed, wrapped, sealed, closed, fastened and/or bound your shipment; (iv) the contents of

the shipment consisting of any article that is a prohibited item even though we may have accepted the shipment by mistake; and/or (v) our refusal to make any illegal payments on your behalf.

- 27) We are not a common carrier and do not accept any liabilities of a common carrier. We will not assume any responsibility for insuring, or for arranging insurance of, your shipment unless you request us to do so in writing. Our undertaking to arrange insurance for your shipment is at our sole discretion and is subject to payment by you of additional costs and charges. Where you request us to arrange insurance of your shipment and where you pay all costs and charges applicable to our arranging such insurance, the contract of insurance will be between you and the named insurer. You acknowledge that we will not be liable for, and you release us from all liability arising out of, any injury, loss or damage that you or your shipment sustain which is in any way connected to our arranging insurance for your shipment. Further, you undertake that you will not permit any other person who has an interest in the shipment to bring a claim or action against us even though we may have been negligent or in default and if a claim or action is made you will indemnify us against the consequences of the claim or action and the costs and expenses we incur in defending it.
- 28) If you wish to claim for a lost, damaged or delayed shipment or for any other damages, you must comply with any applicable convention and with the following procedure otherwise we reserve the right to reject your claim: (a) You must notify us about the loss of or damage to the shipment at the time of delivery of the shipment to you.; (b) We are not obliged to act on any claim until our charges have been paid nor are you entitled to deduct the amount of your claim from the charges that you owe to us; (c) We will assume that the shipment was delivered in good condition unless the receiver has noted any damage on our delivery record when he or she accepted the shipment. In order for us to consider a claim for damage, the contents of your shipment and the original packaging must be made available to us for inspection; (d) Save as otherwise provided by any applicable convention and/or law, your right to claim damages against us will be extinguished unless an action is brought in a court of law within 1 year from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which the carriage ended or if the claim relates to other services within 1 year from the date you ought reasonably to have become aware of the loss, damage or delay; (e) In case of acceptance by us of part or all of your claim, you warrant to us that your insurers or any other third party having an interest in the shipment will have waived any rights, remedies or relief to which they might become entitled by subrogation or otherwise; and/or (f) The shipment will not be deemed to be lost until at least 30 days have elapsed since the date you notified us of the nondelivery, short period to be mutually agreed in writing.
- 29) Our charges are calculated in accordance with the rates applicable to your shipment as set out in our current price schedule or in the relevant contract or as invoiced. Our current price schedule is available on request from Experts office. You agree to pay our charges (including applicable surcharges) for the carriage of the shipment between the locations specified on the consignment note/contract of carriage or for the performance by us of other services and any value-added taxes within the agreed credit days from the date of our invoice without withholding, deduction, counterclaim or set-off. We charge for either the actual weight of the shipment or the volumetric weight of the shipment whichever is the higher and the volumetric weight is calculated in accordance with the volumetric conversion equation set out in our price schedule. We reserve the right to check the weight and/or volume of and/or the number of items within your shipment and if we find that there is a discrepancy between your declared weight and/or volume and/or number of items you agree that the weight and/or volume and/or the number of items that we determine may be used for the purpose of our calculation. All import duties, value-added taxes on goods and all other charges levied on the shipment in the destination country will be payable to us by the receiver upon delivery of the shipment and if the receiver refuses to pay, you agree to pay us these amounts in full within 5 days of us notifying you that the receiver has not paid. You agree to pay our reasonable and proper cost of collection of invoices not paid within the agreed credit days from the invoice date. Notwithstanding anything to the contrary herein, you shall be liable at all times for the payment of all duties, taxes and charges including stamp duties as applicable on the carriage and other services as well as on all documents including the consignment note.

- 30) The door-to-door delivery rates shown on our current price schedule include provision for simple customs clearance formalities and we reserve the right to charge an extra administration fee where time-consuming excessive customs clearance work is needed to enable us to deliver your shipment to the receiver. Additional charges may therefore be applied in some countries for complex customs clearance activities and these include but are not limited to shipments that require (a) formal customs entries involving more than three different commodities; (b) customs bonds or the need to deliver goods under a customs bond; (c) temporary import facilities; and/or (d) clearances involving a government department other than the customs authority. We may in some countries make advance payments of import duty, taxes, penalties or have to post bond on behalf of the importer and where this additional service is provided a local administration fee will be charged to the receiver and you will be liable for this charge if the receiver does not pay us.
- 31) You may give us special invoicing instructions or agree with the receiver of the shipment or another third party that he or she will pay our charges and/or any duties, taxes, penalties, bonds, assessments, expenses, surcharges and fines levied or incurred by us in connection with the shipment. If the receiver or other third party refuses to pay our charges for the carriage or to reimburse us for any of the above costs, you agree to pay these amounts within 7 days of us notifying you of the refusal to pay.
- 32) Our invoices shall be paid in the currency stated in the invoice or otherwise in a local currency against exchange rates provided by us. We have a general lien on all your shipments in our possession at any one time that gives us the right to sell the contents and retain the proceeds of sale in settlement of any amounts that you may owe us.
- 33) Both Parties will hold in strict confidence any information disclosed or which they learn of during the course of this agreement except where the information at the time of disclosure (a) is already publicly known or is in the public domain; (b) is received by a person who already knew the information or for whom the information was not confidential; and/or (c) is required to be disclosed by us pursuant to a law or judicial order.
- 34) Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be subject to the non-exclusive jurisdiction of the Courts of the Kingdom of Saudi Arabia. Each party irrevocably submits to the jurisdiction of the Riyadh Courts and waives any objection it may have to disputes arising out of or in connection with this contract. This contract shall be governed by and construed in accordance with the law of Kingdom of Saudi Arabia.