

GENERAL TERMS AND CONDITIONS OF SALE (VERSION 12/25)

1 | PURPOSE, SCOPE AND DEFINITIONS

The purpose of this text is to define the conditions under which the services of SEAFRIGO AUSTRALIA (hereafter: The Service Provider) are provided, in any capacity whatsoever, whether as agent, freight forwarder, customs agent, NVOCC, charter, shipping agent, air freight agent, freight forwarder, carrier, warehouseman, packaging company, etc., for goods of all kinds, from all origins, for all destinations.

Unless expressly agreed otherwise in writing, these general terms and conditions shall prevail over any prior terms and conditions and over any terms and conditions to the contrary stipulated by the customer/principal, such as the latter's terms and conditions of purchase, purchase orders or any prior contract. Any commitment or transaction whatsoever with the Service Provider implies unreserved acceptance of these general terms and conditions by the customer/principal, who agrees to be bound by them upon acceptance of the quotation provided by the Service Provider.

The terms and conditions are subject to change at any time at the discretion of the Service Provider, and are available at <https://www.seafrigo.com/>.

The general terms and conditions applicable are those in force on the date of the order placed by the customer/principal.

For the purposes of these terms and conditions, the following terms are defined as follows:

«SHIPMENT»: group of goods, whether packaged (pallets, containers, etc.) or not, actually made available to the Service Provider and listed on the same title for the same shipment.

«HEAVY VEHICLE NATIONAL LAW»: The Heavy Vehicle National Law Act 2012 (Qld) and all regulations made under that Act, as well as the associated State and Territory road transport acts and regulations adopting the Heavy Vehicle National Law Act 2012 (Qld) and includes any subsequent replacement or modification or amendment to any of these acts and regulations.

«NAVIGATION ACT»: It provides the legislative power for Australia to implement the international treaties and conventions developed by International Maritime Organization, the International Labour Organization and United Nations Conferences. It gives effect to international conventions for maritime issues where Australia is a signatory.

«PARCEL»: an object or a material assembly made up of several objects, whatever their weight, dimensions or volume, constituting a unit load handed over to the Service Provider (carton, crate, container, bundle, roll, pallet strapped or shrink-wrapped by the customer, etc.) and packaged by the customer/principal prior to acceptance, even if the contents are detailed in the handover document.

“SEAFRIGO USA”: the company established under the law of Delaware SEAFRIGO USA INC OTI, Licence Number 003616NF, with registered address at 735 Dowd Avenue – ELIZABETH NJ 07201 - USA.

2 | CAPACITY OF THE SERVICE PROVIDER

All services are provided by the Service Provider as agent only.

The Service Provider is not a common carrier and will accept no liability as such. The Service Provider reserves the right to refuse the carriage or storage of goods or any other services at its absolute discretion.

3 | SERVICE PRICE

Prices are calculated on the basis of information provided by the customer/principal, taking into account the services to be provided and the nature, weight and volume of the goods to be transported, stored, prepared, packaged or packed.

Quotations depend on currency rates at the time they are given. They are also subject to subcontractors' conditions and rates, as well as to applicable laws, regulations and international conventions.

Should one or more of these parameters influencing the price be modified after the quotation has been issued, including by the Service Provider's substitutes, in a manner enforceable against the latter, and upon proof provided by the latter, the prices given in the quotation will be modified under the same conditions; the same will apply in the event of any unforeseen event leading in particular to modification of the planned transport routes.

Prices do not include duties, taxes, fees and levies due in application of any fiscal or customs regulations (such as import duties, stamps, etc.).

4 | INSURANCE

No insurance for the goods is taken out by the Service Provider.

5 | PERFORMANCE

Intermediaries and subcontractors chosen by the Service Provider are deemed to have been approved by the customer/principal.

Transport departure and arrival dates provided by the Service Provider are purely indicative.

The customer/principal is obliged to give the Service Provider the necessary and precise instructions in good time for the execution of the transport services and ancillary or other services. The Service Provider is not obliged to check the documents (commercial invoice, packing note, etc.) supplied by the customer/principal.

Any instructions restricting delivery (cash on delivery, etc.) must be the subject of a written order received on a receipt and repeated for each shipment, and must be expressly accepted by the Service Provider. In any case, such an order is only an accessory to the main transport service.

6 | SUBCONTRACTORS

The Customer agrees that it will not make any claim against any subcontractor, employee, agent or servant of the Service Provider which imposes or attempts any liability whatsoever in connection to the goods or services. If despite this clause, any such claim should nevertheless be made, the Customer shall indemnify and hold harmless the Service Provider for and against all consequences thereof.

Every subcontractor, employee, agent and servant shall have the benefits of all provisions herein as if such provisions were expressly for their benefit.

The Service Provider enters into these Terms and Conditions not only on its own behalf, but as agent and trustee for such Subcontractors, employee, agents or servants.

7 | CUSTOMER'S OBLIGATION**7.1. Wrapping, marking and packaging**

The goods must be delivered conditioned, packaged, marked and labeled in such a way that they can withstand the operations to be carried out under normal conditions, and if necessary be delivered to the recipient in accordance with the instructions given to the Service Provider. The Service Provider cannot be held liable for any consequences resulting from the absence, inadequacy or defect of packaging, wrapping, marking and/or labelling, or from a lack of protection of the goods entrusted to him, in particular due to humidity, condensation, atmospheric events, falling dust or foreign bodies, or a lack of sufficient information on the nature and particularities of the goods.

7.2. Loading and stowage

When loading and stowage are the responsibility of the shipper/loader/customer, or are carried out on his behalf, the Service Provider will have no obligation to check them, other than with regard to road safety where applicable, and cannot be held liable for any damage caused to the goods as a result of these operations not being carried out correctly.

7.3. Reservations in the event of loss, damage and delay

In the event of loss, damage, or any other damage suffered by the goods entrusted to the Service Provider, or in the event of a delay, the Service Provider may only be held liable for damage or loss which has been the subject of precise and reasoned written reservations made with the Service Provider or its substitutes, on the delivery or service note, confirmed by registered letter with acknowledgment of receipt within 14 (fourteen) days of the damage occurs. Failing this, the Service Provider and his substitutes will be presumed to have delivered the goods in a compliant manner.

The Time Limit for Claims related to shipments transported by sea shall be governed by the provisions of the Navigation Act 2012 and its implementing regulations in effect from time to time, as well as the international conventions referenced on the reverse side of the bills of lading for the respective shipments, based on the time the damage is presumed to have occurred. If the time of occurrence cannot be determined, the Time Limit of applicable international conventions shall prevail.

For multimodal shipments, the Time Limit for Claims shall be subject to the relevant legal regulations governing the multimodal transport sector.

It is the responsibility of the consignee or receiver to make regular and sufficient reservations, to confirm the said reservations in the legal or contractual form and timeframe, and in general to carry out all acts necessary for the preservation of recourse in the legal or contractual form and timeframe, failing which no recourse may be exercised against the Service Provider or its substitutes.

7.4. Reporting obligations

The customer/principal undertakes to provide the Service Provider, spontaneously and prior to any service, with all regulatory information relating to the products entrusted to the Service

Provider, enabling them to be fully identified. The customer/principal alone will bear the consequences, whatever they may be, resulting from erroneous, incomplete, inapplicable or late declarations or documents, including the information necessary for the transmission of any summary declaration required by any regulations, including customs regulations, with the Service Provider reserving the right to refuse any goods. If the Service Provider considers that the information provided is insufficient, the customer/client undertakes to provide the Service Provider, on first request, with any additional documented information.

7.5. Recipient's refusal or default

In the event of refusal of the goods by the consignee, or in the event of default by the consignee for any reason whatsoever, all initial and additional costs, and in particular the costs of detention, parking, connection and demurrage incurred by the Service Provider or its substitutes, will remain payable by the customer/principal.

7.6. Customs formalities

If customs operations are to be carried out, the Service Provider will only be obliged to pay the duties and taxes relating to the operation if the corresponding amount has actually been paid to him in advance by the customer/principal. If, by way of exception, the Service Provider has expressly agreed to carry out customs operations without prior advance payment, he may suspend or cancel the advance payments in the event of delay in any of the requested payments and/or in the event of proven financial difficulties on the part of the customer/principal.

The customer/principal indemnifies the Service Provider against all financial consequences arising from erroneous instructions, inapplicable documents, etc., generally resulting in the payment of additional duties and/or taxes, fines, etc.

The Service Provider, acting as an authorized customs agent, clears goods exclusively by direct representation, with only the principal being liable for customs and tax debts.

8 | DELIVERY TIMES

No compensation for late delivery is due unless a binding date has been expressly requested on the receipt by the customer and accepted in writing by the Service Provider.

In this case, compensation may only be paid if the carrier has been given formal notice to deliver on behalf of the customer/principal by registered letter with acknowledgement of receipt after expiry of the agreed deadline. Compensation is limited to the cost of transporting the goods or services covered by the contract, and in any event may not exceed a maximum of USD \$9,000. Without prejudice to any legal provisions to the contrary, in the case of international transport, no compensation will be due for delay.

9 | LIABILITY AND INDEMNITY**9.1. Substitute liability**

Where liability is recognized, it is limited to that incurred by the substitutes in the context of the operation entrusted to it.

When the indemnity limits for intermediaries or substitutes are not known or do not result from mandatory or legal provisions, they are deemed to be identical to those set out in article 9-2 below.

9.2. Service Provider's personal liability**9.2.1.1. Acting as a freight forwarder**

In the event that the Service Provider is held liable as freight forwarder, for whatever reason and in whatever capacity, its liability is strictly limited to and will not exceed, for damage to goods resulting from loss or damage, and for any consequences arising therefrom, USD \$2.00 per kilogram of goods lost or damaged.

9.2.1.2. Acting as an agent of SEAFRIGO USA INC NVOCC

Notwithstanding the present terms and conditions, when the Service Provider, acts as agent of the NVOCC SEAFRIGO USA INC (intermediary issuing its own internal bills of lading (HBL)) for the carriage of goods by sea, including within the framework of a multimodal transport contract, the general conditions stipulated in the HBL will be applicable to said services and will prevail in the event of any discrepancy with the present GCS. These terms and conditions are available on the

SEAFRIGO website at <https://www.seafrigo.com/en/seafrigo-worldwide/usa/>. Under no circumstances may the Service Provider be qualified as a sea carrier or assume the responsibility of a substitute sea carrier.

9.2.2. Domestic road transport in Australia

The carrier's liability is determined by Heavy Vehicle National Law.

In particular, the carrier is not liable for loss or damage due to a defect in the goods themselves, an act of God or force majeure, or a fault on the part of the shipper.

Liability for loss or damage will be limited to and will not exceed, for damage to goods resulting from loss or damage, and for any consequences arising therefrom, USD \$2.00 per kilogram of goods lost or damaged.

9.2.3. For all transports

The carrier is also not liable for any loss or damage to goods delivered without any external trace of damage or shortage, nor for any difference in weight with that indicated to him by the principal, if the weighing has not been requested in writing by the shipper when the goods are taken over by the carrier.

The acceptance of goods without reservation does not give rise to liability on the part of the carrier notably if he can prove fault on the part of the shipper or an inherent defect in the goods transported.

The carrier cannot be held liable for loss or damage to goods on delivery if it has taken charge of a closed container sealed by the shipper, if the container was delivered with its seal intact.

9.2.4. Storage

In the event that the Service Provider's liability is incurred, for whatever reason and in whatever capacity, it is strictly limited and will not exceed, for all damage to goods attributable to any operation as a result of loss or damage and for any consequences that may result therefrom, USD 2.00 per kilogram for goods lost or damaged.

9.2.5. Customs operations

The Service Provider's liability for any customs or indirect tax operation carried out by itself or its subcontractors may not exceed, whether import or export, USD \$100 per entry or the amount of brokerage fees paid to the Service Provider for the applicable entry, whichever is less.

9.2.6. For all other services:

The Service Provider is liable only for proven faults.

Unless otherwise expressly agreed between the Service Provider and the client, for all damages resulting from a failure to perform services other than those listed in article 9-2, the compensation due by the Service Provider, in the event that its personal liability is incurred, is strictly limited to, and will not exceed the price of the service that caused the damage, or a maximum of USD 2.00 per kilogram for goods lost or damaged, whichever is the lower.

9.3. Compensable loss

Even in the event of inexcusable fault, the Service Provider will only be liable for compensation for direct material damage caused to the goods that he was able to foresee when the contract was formed, expressly excluding any immaterial damage, operating losses or any other damage whatsoever.

The Service Provider cannot be held liable for any delay in delivery, unless it has been notified of a special interest in delivery and has validly accepted it. In any event, compensation will not exceed the price of the service, and the Service Provider cannot be held liable for any intangible damage caused.

In any event, the aforementioned limits of liability apply to both direct and indirect, foreseeable or unforeseeable damage.

All quotations, specific offers and general rates are drawn up and/or published taking into account the above limitations of liability.

9.4. Declaration of value

Where the value of the goods covered by the contract exceeds the above liability limits, the customer may, in the event of loss or damage, bear the difference between the Service Provider's liability ceilings and the value of the goods.

9.5. Cyber risk exclusion clause

These general terms and conditions exclude any loss, damage, liability, costs or expenses of any nature whatsoever resulting, directly or indirectly, from a cyber attack or attempted cyber attack against the Service Provider or its substitutes, whatever the source, and in particular if this prevents it from performing its services. In particular, despite all precautions that may be taken by the Service Provider, the client acknowledges that electronic transmissions of information and data may carry viruses or malicious intrusions, and that in this respect, the Service Provider may not be held liable in the event of prejudice suffered.

10 | SPECIAL TRANSPORTS

For special transports (temperature-controlled, dangerous goods, etc.), the freight forwarder or carrier can provide the shipper with suitable equipment, under conditions defined in advance by the customer/customer, who is responsible for choosing this equipment.

11 | TERMS OF PAYMENT

All quotations issued by the Service Provider for proposed Services will remain open for acceptance for fourteen (14) days, unless the quotation specifies otherwise. Notwithstanding the foregoing, the Service Provider may at any time withdraw or revise a quotation before it is accepted by the Customer.

The Customer agrees to pay the Service Provider's fees and Disbursements for providing the Services in accordance with these terms immediately when due, without deduction or deferment on account of any claim, counterclaim or setoff.

The Service Provider's invoices for the Services and Disbursements shall be due for payment immediately upon presentation, unless the invoice specifies otherwise.

The fees for the Services shall be considered fully earned as soon as the Goods are delivered into the Service Provider's control or at the commencement of the Services by the Service Provider, whichever is earlier. Any payments made by the Customer shall be non-refundable, whether the Goods are lost or not lost, or a voyage or flight is broken up or abandoned.

The Customer must pay the Service Provider for any fees or expenses charged by any Governmental Authority or subcontractor in connection with the Goods or Services (Disbursements).

The Customer agrees to pay interest on all overdue invoices to be calculated at a rate of five (5) percent (%) per annum.

The Customer agrees that where payment for the Services is not received by the Service Provider by the due date or where the Customer has otherwise committed a breach of these Terms and Conditions, it will pay all reasonable legal costs, on a full indemnity basis, incurred by the Service Provider to enforce the provisions of these Terms and Conditions.

The Customer acknowledges and agrees that the Service Provider may receive and retain brokerages, rebates, allowances, commissions and other remunerations paid by third parties, customarily retained by or paid to forwarding agents, freight forwarders and/or insurance brokers, in addition to the fees and Disbursements invoiced to the Customer. The Service Provider is not obliged to disclose the nature or amount of such payments to the Customer.

The Service Provider may at any time open and enter any Container to re-weigh, re-measure or re-value the Goods and charge additional fees accordingly. If the particulars furnished by or on behalf of the Customer are incorrect, the Customer agrees that a sum equal to either five (5) times the difference between the correct freight and the freight charged, or double the correct freight less the freight charged, whichever is lesser, shall be payable as liquidated damages to the Service Provider.

The Customer shall remain responsible for payment of all fees and Disbursements for the Services, irrespective of whether the Service Provider has collected any payments, fees or duties from any other person as requested by the Customer.

All fees payable to the Service Provider for the Services and Disbursements shall be paid in Australian dollars, or at the Service Provider's option, in the currency of the place of delivery at the TT selling rate in effect on the day of payment (unless this day falls on a date which banks are closed for business in the relevant jurisdiction, in which case the rate ruling on the next succeeding business day shall apply). The Service Provider shall be entitled to charge a currency conversion premium when converting currency into Australian dollars.

The Service Provider shall have the right to enforce these Terms and Conditions against the Customer and the consignee jointly and severally. Without limiting the foregoing, the Service Provider may enforce against the consignee, any liability of the Customer arising under these Terms and Conditions or to recover from the consignee, any sums to be paid by the Customer hereunder.

12 | LIEN AND RIGHT OF RETENTION

The Service Provider shall have a general lien overall and any Goods and documents relating thereto for all fees and amounts owed by the Customer to the Service Provider in connection with any Services, Goods or otherwise owed by the Customer to the Service Provider in accordance with these Terms and Conditions. The Service Provider shall have the right to sell all or any Goods or documents, whether by public auction, private sale or any other method, without giving notice to the Customer, in order to recover all amounts owed to the Service Provider. The lien shall cover the expenses and costs of exercising the lien, including without limitation marketing, selling agent fees, auction fees and legal costs on a full indemnity basis. The surplus sale proceeds (if any) shall be transferred to the Customer by the Service Provider, and the Customer shall remain liable for any deficiency from any sale. The lien created under this clause shall not limit or exclude any other lien arising pursuant to statute or at law generally. The Service Provider right to a lien shall continue independently notwithstanding the existence or enforcement of any other security interest in the Goods.

13 | AMENDMENTS

These Terms and Conditions may not be amended, modified or supplemented except by a written instrument executed by all the parties hereto.

14 | JOINT AND SEVERAL LIABILITY

If the Customer consists of more than one person, each person is jointly and severally bound by the terms of these Terms and Conditions.

15 | LEGAL ADVICE

The Customer acknowledges, represents and warrants that:

- it has read and understood these Terms and Conditions;
- prior to engaging the Service Provider to carry out the Services it had a reasonable opportunity to obtain independent legal advice with respect to the nature and effect of the document, and
- it has relied entirely on its own enquiries in entering into and accepting these Terms and Conditions.

16 | TRUSTEES

These Terms and Conditions bind the Customer both personally and as trustee of any trust of which the Customer is a trustee.

17 | NO MERGER

The rights and obligations of the parties under these Terms and Conditions do not merge on completion of any transaction or matter contemplated by this document and are additional to any right, power or remedy which it may have under law or otherwise.

18 | SEVERABILITY

A provision or part of any provision of these Terms and Conditions that is void, illegal or unenforceable for any reason may be severed and the remaining provisions or parts of the provision the document continue in force.

19 | WAIVER

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

20 | FORECLOSURE AND STATUTE OF LIMITATIONS**20.1. Foreclosure**

The Service Provider shall be discharged of any liability whatsoever unless notice of any claim is received by The Service Provider or its agents within 14 days (Sundays, holidays included) after the shipments have been delivered to the legitimate consignees.

20.2. Prescription

Claims against The Service Provider is barred after an interval of 09 (nine) months from the date of delivery of goods except where and when the Service Provider acts as sea or inland waterway carrier and, in his own name, has issued a HBL of which the time bar will be determined by the provisions therein. The nine-month period shall count from the date when the consignee named in the contract had taken delivery of goods or, if no delivery was taken place, from the date when the contract has been signed.

21 | APPLICABLE LAW AND JURISDICTION CLAUSE

These terms and conditions are governed by Australian law.

These Terms and Conditions, any arrangement to which they apply, and any associated claim or dispute shall be governed and construed according to the laws of the State of Victoria, Australia and each party submits to such jurisdiction or courts having jurisdiction in Victoria and of all courts competent to hear appeals from those courts.