

APPENDIX

Deugro Muscat LLC - General Terms and Conditions

1.1 General

Quoted rates are valid for 30 days unless specified.

Our quote is based on the present tariff and rates published by the authorities and if any increase in such rates will be charged accordingly with proof of such increase. All official charges including port storage charges & customs duty need to be advanced by the client.

All calculations are based on supplied packing list, actual number and type of truck may change based on physical condition of the cargo, its packing, loading & transporting practicality, costs may change proportionally.

Additional time will be required for permits base on the nature and ministry we approach.

Supervision / Labor charges are based on total number of days of operation, which is influenced by maximum which can be handled at the loading and offloading points.

Cargo moved outside the scope of agreement will be governed by different rate charts as will be agreed by both the parties.

The client shall precisely inform deugro Muscat about requirement of special handling for goods that are susceptible to damage.

All permits for import/ export have to be provided by the shipper or consignee.

The receiver shall hand over a signed delivery note to the Company or one of its representatives upon delivery of the Goods at their destination.

1.2 Customs

If cargo is customs duty exempted, approved duty exemption decree documents should be provided to deugro Muscat in advance. If the cargo is on temporary import, approved TI permit should be provided by the consignee, unless agreed otherwise.

The consignee should authorize deugro Muscat appointed customs broker in the online Bayan system to perform customs clearance on their behalf

Customs Duty & VAT as applicable as per govt tariff

1.3 Packing & Cargo preparation

All cargo must be packed in worthy for the specified mode of transport.

The shipper shall be responsible for proper packing of their goods worthy for the specified mode of transport.

Any packing requirement should be informed to deugro Muscat LLC in writing.

Cargo has to be clean and delivered free of dirt, grease and oils / lubricants

Shipper to remove all projections and maintain dimensions of the cargo as mentioned in the packing list

1.4 Containerized transport

Container pricing for special equipment is understood to be for in-gauge cargo only

Maximum cargo weight is understood to be 23 metric ton tons for general purpose

For special equipment involving over-dimensional cargo additional cost will be incurred for lost slots

Rates quoted are for general cargo and non-hazardous.

Use of special gear for loading/unloading would be applicable for special equipment and will be charged at cost + 10%

1.5 Airfreight

All rates are quoted for general cargo/non-hazardous goods, with dimensions not exceeding 300 CM length, 235 CM width and 155 CM height. Maximum unit weight 1500 KGS.

Rates are based on utilizing capacity of passenger aircrafts.

All airfreight rates are quoted based on a chargeable kilo basis, whereby volume ratio is 1:6.

1.6 Road transport

Rates are based on Free on Truck (FOT/FOT) at both ends unless specified.

Route Survey if required will be applicable additionally unless quoted prior

Transport rate quoted in Oman is for live load. 3 Hours free time allowed for loading and off-loading. For Direct loading/delivery from supplier/port and for clearance at border, one day is free from the time of arrival of vehicle for loading/unloading. Thereafter, detention will be charged as follows :

- a. 3T truck USD 78.00 / OMR 30.00 per day or USD 7.80 / OMR 3 per hr
- b. 10T truck USD 130.00 / OMR 50.00 per day or USD 13 / OMR 5 per hr
- c. 40ft flatbed trailer USD 195.00 / OMR 75.00 per day or USD 26.00 / OMR 10 per hr
- d. 60ft flatbed trailer USD 260.00 / OMR 100.00 per day or USD 40 / OMR 15 per hr
- e. 70T Low bed trailer USD 390 / OMR 150 per day or USD 55 / OMR 21 per hr
- f. Extendable LBT USD 520 / OMR 200 per day or USD 78 / OMR 30 per hr
- g. 100T Low bed trailer USD 780 / OMR 300 per day or USD 91 / OMR 35 per hr
- h. Modular Hydraulic trailer USD 1300 / OMR 500 per day or USD 52 / OMR 20 per hr per axle

If authorities decided to stop the transport en route to site even after having all required permissions, detention charges will be applicable

deugro / sub-contractor will provide suitable and auxiliary equipment backed up by qualified and experienced personnel to supervise and perform the task. Unless otherwise specifically agreed in writing, our quote is based on consecutive transport on hydraulic trailers.

Offer does not include construction of roads, bypasses, removal of fences, or street fixture, strengthening of bridges or repairs and such services if need to be performed shall be mutually agreed at additional cost.

Client has to arrange clear and compacted access with Gate passes, permits and complete all other formalities for entering of our/sub-contractor's personnel and equipment to site & restricted areas or plants, etc. en-route to final delivery area.

Execution of the job is subject to the operational feasibility/ clear access to vehicles at both loading and unloading locations and safe working load of the equipment and as per the HSE norms and systems.

Transport rates are based on Weight/Volume ratio of 1 cbm = 333 kgs (in land) and 1 cbm = 1 freight ton for conventional sea freight

All transportation methods are designed keeping in view the requirements of HSE standards rules and regulations, Oman law as well as packing list provided by the client.

Domestic transport to concession sites will be undertaken complying OPAL / SP2000 / SP2001 regulations.

1.7 Port & Official Charges

Official charges such as Customs duty, Port handling charges, Port weighing charges, Port Storage, Over time, Permissions, will be applicable as per official receipts

Port handling charges will be applicable as per port measurement and tally.

Overtime charges will be payable to port for operation on weekends and Public Holidays at double the standard tariff.

Single unit above 20MT or dimension exceeds 12M x 2.4M x 3M is considered as heavy lift. Port handling charges for heavy lift will be double of the standard tariff.

Port charges will be applied to all import and export as per port tariff

Expenses incurred towards Ministries permits, Police permits, Surveyors, or any expenses outside the agreement will be charged as actual with 15% handling charges for deugro Muscat LLC.

The rates quoted do not include duties and /or taxes that may be applicable unless otherwise stipulated.

1.8 Exclusions

Cargo moved outside the scope of agreement will be governed by different rate charts as will be agreed by both the parties.

Any operational work to be done outside regular working hours, weekends, and public holidays will be subject to over time charges, to be agreed.

The quote is applicable only for general cargo and are not applicable should your shipment include any goods that are of perishable, or hazardous nature unless otherwise stated.

Port's or carriers' storage charges out with our control due to or any port delays will be charged at actual Import duties, due taxes, bonds, guarantees, border fees, exit passes, and/or costs for customs inspections etc

Fumigation, quarantine, costs for government licenses/applications or any other government or non-government levy imposed upon the shipment

Packing re-packing/lashing/securing as dictated by carrier or carrier's agent.

Document translation, letter of credit communication and consular/legalization fees.

Pre or post shipment inspection by certified bodies including customs at origin/destination.

Storage/detention/demurrage/waiting time exceeding free time.

Loading/off-loading

Surcharges imposed by carrier or third party at time of shipment

Permits, permit applications and escorts.

removal/replacement of street furniture and/or overhead restrictions required

civil or construction works necessary to prepare transport route for cargo

stevedoring and/or lifting equipment requested by the port

gate passes, toll fees and/or token fees.

charges/fee's for applications such as but not limited to hazardous material/duty exemption/temporary

import and/or exhibition materials

Insurance of cargo

1.9 The Company (deugro)

The Company is permitted to perform any of its obligations herein by itself or by a subcontractor.

If delivery of the goods or any part thereof is not taken by the Customer or Owner, at the time and place when and where the Company is entitled to call upon such Person to take delivery thereof, the Company shall be entitled to store the goods or any par thereof at the sole risk of the Customer, whereupon the liability of the Company in respect of the goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage if paid for or payable by the Company or any agent or subcontractor of the Company shall forthwith upon demand be paid by the Customer to the Company.

The Company shall be entitled at the expense of the Customer to obtain an order by the competent Oman Court to dispose cargo not claimed by the customer

The Company shall have a general lien on all goods and documents relating to goods in its possession, custody or control for all sums due at any time from the Customer or Owner, and shall be entitled to retain such goods and documents against payment of the freightage expenses and other such sums due to him for the transportation.

1.10 The Customer

The Customer warrants that:

The description and particulars of any goods furnished by or on behalf of the Customer are full and accurate.

The Customer warrants that he is either the Owner or the authorized agent of the Owner and also, that he has authority to accept these Conditions not only for himself but also as agent for and on behalf of the Owner.

The Customer undertakes that no claim shall be made against any director, servant, or employee of the Company which imposes or attempts to impose upon them any liability in connection with any services which are the subject of these Conditions and if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.

The Customer shall save harmless and keep the Company indemnified from and against: All liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the goods) arising out of the Company's action in accordance with the Customer's instructions or arising from any breach by the Customer of any warranty contained in these Conditions or from the negligence of the Customer.

The Customer shall pay to the Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set-off.

The customer undertakes to settle our invoices immediately on arrival of shipment. Settlement should be made payable to 'deugro Muscat LLC' within the agreed credit term failing which a nominal interest of 1% interest per month will be applicable. In the event of non-payment within the credit period of any invoice, the total outstanding will become payable on demand with immediate effect and credit will stand suspended.

Despite any acceptance by the Company of instructions to collect freight, duties, charges or other expenses from the Owner or any other Person the Customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by the Owner or such other Person when due.

Where liability for General Average arises in connection with the goods, the Customer shall promptly provide security to the Company or to any other party designated by the Company in a form acceptable to the Company.

1.11 Liability & Limitation

deugro Muscat LLC /sub-contractors will not be responsible for any direct or indirect losses including but not limited consequential losses which may arise from delay in delivery of any unit/s.

Quoted rate excludes cargo insurance, the shipper / consignee should cover full door-to-door all risk insurance inclusive of loading, unloading and intermediate storage en route to site until final off-loading at site/on to foundation, with exclusion to the subrogation clause to deugro Muscat L.L.C.

The basis of deugro Muscat LLC's liability under this project/contract/order is the Standard Trading Conditions of deugro Muscat LLC.

deugro shall be liable for any damage/theft/pilferage of goods due to any reason while carrying out the services extended by DEUGRO. In this respect notwithstanding any other provisions herein, DEUGRO's total liability shall not exceed USD 150,000 per occurrence and USD 300,000 for all claims under this Contract.

Neither party shall be liable to the other for special, indirect or consequential damages resulting from nor arising out of this contract, or for loss of profits or business interruptions, loss of production, loss of contracts, loss of business opportunity, loss of revenue, loss of use, the cost of capital (including interest payments), financing or increased financing costs, regardless of whether or not such party was or is claimed to be passively, actively, solely, jointly or concurrently negligent and regardless of whether liability without fault is imposed or sought to be imposed on a party.

The parties agree that liquidated damages, to the extent they are applicable under this Contract, are not special, indirect or consequential damages for purpose of this Article.

Commercial documents such as Invoice / Packing list and Certificate of Origin to be provided by shipper and company will not be responsible for delay in customs clearance due to wrong documents.

1.12 Law & Jurisdiction

Relevant Omani laws will apply in case of any dispute.

1.13 Payments

All payments must be made immediately upon presentation of our invoice unless agreed mutually in writing. Payment shall be done by the company 30 days from submission of invoice (by hand or by electronic means). The customer agrees to make payments on due dates.

1.14 Force Majeure

All services are subject to ICC Hardship Clause 2003, by which it means causes such as war, invasion, civil disobedience, government orders of restrictions, strikes, lockouts, riots, fires, epidemics, sabotages, breakdown of machinery, delay or inability to obtain labour, wagons or any other causes whatsoever beyond our reasonable control affecting us or our subcontractors, suppliers etc.

1.15 USA Shipments

The Merchant/Charterer warrants that any and all wood packaging material (including but not limited to dunnage) being utilized for the Goods has been treated and properly marked in accordance with the International Standards for Phytosanitary Measures №. 15 (ISPM). In case any wood packing material is refused by a (port) authority for any evidence of pests or the absence of the required collective/ certification marks, or any other reason whatsoever, the Merchant/Charterers shall promptly arrange and pay for any costs and expenses, including but not limited to treatment, destruction or disposal costs and expenses in accordance with the instructions of the authorities. The Merchant/Charterer shall further defend, indemnify and hold the Carrier and/or Owners harmless from any and all whatsoever loss or damage, liability, delay (i.e. at the contractual demurrage rate or if not applicable damages for detention), penalties, fines, costs and expenses incurred by the Carrier. In addition, the Merchant/Charterer shall pay Carrier's back or return freight for any Goods which are rejected by a (port) authority.

1.16 Compliance with the Law

The Parties will always comply with all applicable laws. Customer warrants and represents that the shipment identified herein does not contain any cargo that is restricted or prohibited for shipment, is not destined for any end-user or end-use, and otherwise complies with all applicable Sanctions ("Sanctions" includes without limitation applicable UN, EU, and United States sanctions and export control laws, regulations, orders, or directives). In the event that any shipment is deemed by deugro (in deugro's sole judgment) to directly or indirectly contravene Sanctions, deugro shall not be obliged to comply with any orders for services, at any time, including after accepting the cargo for shipment or entry into a contract for shipment, whether as a result of snap-back or other changes in Sanctions designation of a party under Sanctions, or discovery of facts that indicate the shipment may breach sanctions, or otherwise. Further, deugro is authorized to divert, discharge, or take such other action pertaining any shipment to comply with Sanctions. Customer undertakes to hold harmless and shall indemnify, in full and without reservation for any costs incurred by deugro as a result of any action deugro takes to comply with Sanctions hereunder.

1.17 Delays

deugro shall put all efforts to reduce delays in the service, but deugro will not be held accountable for delays beyond their direct control such as delays caused due to documentation, customs clearance, stoppage by authorities, congestion, traffic delays, force majeure etc.

END OF DOCUMENT

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