

1. Interpretation

In these Conditions, the following words and expressions have the following meanings unless and except as otherwise specifically defined:

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

'Agreement' shall mean the agreement between Customer and deugro regarding the provision of Services, including these Terms and, to the extent applicable, the documents issued by or on behalf of deugro referenced in section [2.2] and any negotiated and signed agreements between Customer and deugro referenced in section [2.3] below.

'Authority' shall mean a duly constituted legal or administrative person or entity, acting within its legal powers and exercising jurisdiction within any nation, state, municipality, port or airport.

'Cargo Insurance' shall mean all risk insurance coverage of transported or stored items.

'Terms' shall mean these deugro Standard Terms & Conditions.

'Container' shall mean any container, flexi tank, trailer, transportable tank, flat, pallet or any article of transport used to carry or consolidate goods and any equipment of or connected thereto.

'Customer' shall mean the person or entity, including, as applicable, any affiliate and/or subsidiary, at whose request or on whose behalf deugro provides Services.

'Customs Services' shall mean any aspect related to provision of customs services in respect of the Goods including, but not limited to, clearance, storage in bonded warehouses and issuance of documents performed on behalf of Customer.

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

'Direct Representative' shall mean a representative for customs purposes acting on behalf and in the name of the importer/exporter, such that the representative (deugro) shall not in any way be liable for any customs duties, excises, taxes, fines penalties and interest due in connection with the imported or exported goods.

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

'Fees' shall mean the remuneration for the Services rendered by deugro as agreed between the Parties, including by acceptance by Customer of a quotation issued by deugro and/or as set out in a pricing schedule, rate card or similar document annexed or attached to, or referenced within the Agreement.

'Goods' shall mean the goods being transported as part of the Services under the Agreement for or on behalf of Customer.

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

'Owner' if different from Customer, shall mean the owner, shipper and consignee of the Goods and any other person who is or may have a legal or beneficial interest in the Goods from time to time and anyone acting on their behalf.

'Person' shall mean persons or any corporate body or bodies.

'Principal' shall mean a person or entity acting in own name and for own account.

'Services' shall mean the Transport Services, logistics services, ancillary services, consultancy services, Customs Services, warehousing and/or other services provided by deugro to Customer and all matters necessarily related to the provision of the Services as well as those ancillary to the provision of the Services.

'SDR' means an International Monetary Fund Special Drawing Right.

'Transport Services' shall mean freight forwarding and/or carriage services rendered by deugro in connection with the physical movement of Goods by air, sea, road, rail or any combination thereof, including temporary storage during transport such as hubbing, cross docking etc. where such temporary storage is an integrated part of the movement of Goods.

2. Application

2.1. Save as specified in Sections 2.2 – 2.3, all Services performed by deugro are subject to these Terms. Customer's acknowledgment, instruction to proceed or payment, shall constitute Customer's unqualified acceptance of these Terms. These Terms together with applicable order information constitute the entire agreement between the Parties relating to the subject matter of the order.

2.2. Where a "bill of lading" (whether or not negotiable) or sea or air "waybill" document is issued by or on behalf of deugro, or sea or air "waybill" and provides that deugro contracts as carrier, the provisions set out in that document, if

inconsistent with these Terms, shall prevail over these Terms to the extent that such provisions are inconsistent, but no further.

2.3. If deugro and Customer have both signed a specially negotiated agreement such as freight forwarding terms or other terms as customarily applicable to the Services, then these Terms shall continue to apply, but such negotiated agreement shall prevail in so far as its terms are inconsistent with these Terms.

2.4. Unless expressly accepted in writing by deugro, additional or differing terms or conditions proposed by Customer or included in Customer's acceptance are objected to by deugro and have no effect.

3. Obligations and warranties of Customer

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

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

3.3 Customer warrants that the Goods are properly packed, classified, sealed, labelled, addressed and stowed and in overall air-, road- and sea-worthy condition, except where deugro has accepted, in writing, responsibility in respect thereof.

3.4 Customer warrants that it shall adhere to applicable legislation in relation to its performance of the Agreement and conduct its business in an ethical and legal manner at all times.

4. Rights and obligations of deugro

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

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

4.3 If at any time deugro reasonably considers that the carriage of the Goods should not be undertaken or continued or only continued after effecting any necessary incidental measures or incurring additional expense or risk, in case of including but limited to applicable export controls regulations, deugro shall be entitled to:

- abandon the carriage of such Goods or to effect such additional incidental measures and/or incur such additional expense, as may be reasonably necessary in order to enable the carriage to be effected or further effected; and
- be reimbursed by Customer for the cost of all such additional incidental measures and/or all such additional expense incurred.

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

4.5 [deugro shall have the right to enforce against the Owner and Customer jointly and severally any liability of Customer under these Terms or to recover from them any sums due from Customer which, upon demand, have not been paid.]

5. Customer's responsibility for correct information, Dangerous Goods and special requirements

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

5.2 Except under special arrangements previously made in writing, the Customer warrants that the goods are not the dangerous goods as defined under binding documents such as law, regulations, international conventions, nor are other goods likely to cause damage. Should the Customer nevertheless deliver any

such goods to deugro or cause deugro to accept or handle or deal with any such goods otherwise than under special arrangements previously made in writing, the Customer shall be liable for all expenses, losses, damages whatsoever caused, fines and claims in connection with the goods howsoever arising. deugro or other persons in actual control of the goods has the right to decide whether the goods are dangerous goods without notice to the Customer and shall be entitled to destroy or otherwise dispose of the goods at the risk and expenses of the Customer.

- 5.3** If Customer is in breach of Section [5.2]:
- Customer shall be liable for all loss or damage whatsoever caused by or to or in connection with the Goods howsoever arising;
 - Customer shall defend, indemnify and hold harmless deugro against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith; and
 - deugro (or any other person in whose custody the Goods may be in at the relevant time) may, at deugro's sole discretion, have the Goods destroyed or otherwise dealt with. For the purposes of this sub-section, notice is not required to be given to any person of the intention to destroy or otherwise deal with the Goods.

6. Time guarantee and delay

- 6.1** Unless agreed expressly in writing that the Goods shall depart/be collected by or arrive/be delivered by a particular date or time, deugro accepts no responsibility for departure/collection or arrival/delivery dates or times of Goods. ETA (Estimated Time or Arrival), ETD (Estimate Time of Departure) or any other similar estimated or indicative times/dates shall not be construed as a time guarantee on the part of deugro.
- 6.2** Even if such time guarantee is provided by deugro, deugro shall only be responsible for, and bear the cost of, any waiting time, demurrage, delay and storage charges to the extent that they arise as the result of negligence or fault, or breach of deugro's obligations under these Terms. Waiting time, demurrage, delay and storage charges caused by any other reasons shall be reimbursed by Customer.

7. Customs Clearance

- 7.1** Unless expressly accepted in writing by deugro, deugro will only perform Customs Services as a Direct Representative. Customer agrees that it shall bear ultimate responsibility for the payment of all customs duties, excises, taxes, fines penalties and/or interest due in connection with the import and/or export of the Goods and shall indemnify and hold deugro harmless against any liability (individual and/or joint and several) for the same that deugro or any Person acting on deugro's behalf may incur, as well as any costs or expenses (including reasonable legal fees and costs) associated with the defense against such liability.

8. Export Controls

- 8.1** Customer shall ensure that the Goods are legally exported or imported to or from the origin or destination in respect of the applicable export control legislation.
- 8.2** Customer shall furthermore perform all necessary denied party screenings of the commercial parties involved and ensure that the Goods and/or any involved party to the trade are not subject to sanctions, restrictions, embargoes or other legal limitations. It is the obligation of Customer to timely obtain and provide to deugro all necessary import, export, transit and/or (re)transfer licenses related to the Goods.
- 8.3** deugro may decline to perform Services due to issues of export control if deugro reasonably deems (i) the origin, destination or country of transit to be a restricted or embargoed country, (ii) the goods to be a restricted commodity; (iii) any of the involved parties to the trade to be a denied or excluded party; or (iv) the licenses obtained and/or provided by Customer to be incorrect, insufficient or incomplete.
- 8.4** deugro shall adhere to all applicable laws and licenses in relation to export controls when performing Services which may involve restricted or embargoed countries, restricted or embargoed commodities or denied parties.
- 8.5** Customer shall indemnify deugro for all costs, charges, fines, penalties and legal fees arising from or in connection with the Services due to Customer's negligence, wilful misconduct, or failure to comply with its obligations under this Section [8.5]
- 8.6** deugro will not be liable for delays caused by inspections conducted by or on behalf of deugro with the aim of investigating possible violations of export control rules.

9. Subcontractors

- 9.1** deugro is entitled to engage servants, subcontractors, agents or other third parties ('**Subcontractors**') to perform any part of the Services on its behalf at any time.

10. Payment and payment terms

- 10.1** Customer shall pay the Fees in consideration for the Services. Quotations are given on the basis of immediate acceptance by the Customer. Notwithstanding acceptance of the quotations or charges in the event of changes of state policies and market in currency exchange, rate of freight, insurance premiums or any charge applicable to the goods, deugro may modify the quotes or charges in consultation with Customer.
- 10.2** Unless otherwise agreed Customer shall pay the invoiced amount 30 (thirty) days from the date of deugro's issuance of the invoice without deduction or deferment on account of any claim, counterclaim or set-off.
- 10.3** The Fees do not include VAT, customs duties, and other government taxes related to the Goods. These costs and taxes shall be the sole responsibility of Customer.
- 10.4** deugro will charge interest in case of late payment. Interest will be levied from the due date of the overdue invoice until payment is made in full. If no legislation applies regarding interests for late payment deugro may charge 1.4% (one point four percent) per commenced month from the due date of the overdue invoice. deugro shall furthermore be entitled to charge the Customer a dunning fee of EUR 10.00 for up to three payment reminders on overdue payments. Charges of interests and dunning fees shall be in accordance with applicable law. In addition, if the Customer performs late payments on 2 (two) or more continuous occasions, deugro shall be entitled to charge a fixed compensation of 6 % (six percent) of the amounts due under these 2 (two) or more delayed payment invoices from the Customer for administration and other costs resulting from the default in timely payment.
- 10.5** If any outlays and/or expenses in relation hereto are made by deugro on behalf of Customer related to VAT, duties, taxes or any other charges including but not limited to Customs then these outlays and/or expenses shall be paid by Customer immediately on demand of deugro.
- 10.6** deugro may charge Customer for additional direct or indirect costs such as but not limited to waiting time, demurrage, additional or unexpected storage or handling redirection of goods during transit or failed attempts of pick-up or delivery of Goods not attributable to deugro.
- 10.7** If deugro is instructed to collect freight, duties, charges or other expenses from any person other than the Customer, the Customer shall remain responsible for these amounts; and shall pay these amounts to deugro on demand where these amounts have become due and have not been paid by such other person.
- 10.8** deugro and/or its affiliates reserve the right at any time to charge extra cost incurred in connection with the Agreement and/or the Services.
- 10.9** deugro shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to freight forwarders.

11. Lien

- 11.1** Unless otherwise agreed deugro shall have a particular and general lien on all Customers' Goods in deugro's possession or control. Customer shall not pledge rights of surety, lien or any other type of security related to such Goods to a third party without deugro's prior written consent.
- 11.2** Where any sum due to deugro from Customer or Owner remains unpaid, deugro, on giving 28 (twenty-eight) days' notice in writing to Customer, shall be entitled (without liability to Customer and Owner) to sell or dispose of such Goods or documents by public auction or by private treaty at the risk and expense of Customer and Owner and to apply the proceeds of any such sale or disposal in or towards the payment of the sums due.

12. Insurance

- 12.1** deugro will take out liability insurances, as may be required by law or as is the common practice in deugro's trade or business.
- 12.2** Unless specifically agreed in writing deugro will not take out Cargo Insurance on the transported, handled or stored Goods. As deugro's liability is limited in accordance with Section [14] (Liability) of these Terms, deugro encourages Customer to take out Cargo Insurance to cover the Goods during transport, handling and storage.

13. General indemnities

- 13.1** Subject to the provisions of Section [14] (Liability) below, deugro shall indemnify, hold harmless, Customer, its officers, directors and employees, against claims by any third party due to the negligence, gross negligence or wilful misconduct by

deugro causing damage to the third party's property or injury or death of the third party's employees. If Customer wishes to exercise this right Customer must promptly notify deugro about the claim and allow deugro to assume defence of the claim, or follow deugro's reasonable instructions in connection therewith as may be specified by deugro from time to time.

- 13.2** Customer and Owner, both being jointly and severally liable, shall each indemnify, hold harmless, and at deugro's request, defend deugro, its officers, directors and employees, against claims by any third party due to the breach of this Agreement, negligence, gross negligence or willful misconduct by Customer and/or Owner or any Person acting on their behalf causing loss or damage to the third party's property or injury or death of the third party in connection with this Agreement. If deugro wishes to exercise this right deugro must promptly notify Customer about the claim and allow Customer or Owner to assume defence of the claim, or follow Customer or Owner's reasonable instructions in connection therewith as may be specified by Customer or Owner as applicable from time to time.
- 13.3** Moreover, Customer and Owner, both being jointly and severally liable, shall each defend, indemnify and hold harmless deugro against liability, loss, damage, delay, costs and expenses arising from or in connection with:
- Customer's and/or Owner's negligence or willful misconduct;
 - the nature or inherent vice of the Goods, other than to the extent caused by deugro's negligence;
 - duties, taxes, imposts, levies, deposits and outlays levied by any Authority in respect of the Goods and/or Container, and for all liabilities, payments, fines, costs, expenses, loss and damage sustained by deugro in connection therewith, unless caused by deugro's negligence;
 - deugro acting in accordance with Customer's or Owner's instructions;
 - a breach of warranty stipulated in Sections 3.1-3.4 or obligation by Customer or arising from the negligence of Customer or Owner; or
 - any other Person relying on the advice and information, in whatever form it may be given, provided by deugro for Customer only.
- 13.4** Customer and Owner shall be jointly and severally liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Services due to negligence or willful misconduct of Customer or Owner of property of:
- deugro (including, but not limited to, Containers);
 - deugro's Subcontractors;
 - any Person; or
 - any vessel caused by Customer or Owner or any person acting on behalf of either of them or for which Customer is otherwise responsible.

14. Liability

Loss or Damage to Goods

- 14.1** deugro shall be liable for loss, damage or delay of the Goods occurring from the time that the Goods are taken into deugro's charge until the time of delivery only to the extent such loss, damage or delay is caused by deugro's negligence or willful misconduct.
- 14.2** Save for the indemnity provided at Section [13.1], deugro shall not be liable to Customer or Owner for loss or damage to property other than the Goods themselves howsoever caused.
- 14.3** Notwithstanding Section [14.1] deugro shall not be liable for loss, damage or delay arising from the special risks inherent in one or more of the following:
- the act or omission of Customer or Owner or any person acting on their behalf;
 - compliance with the instructions given to deugro by Customer, Owner or any other person entitled to give them;
 - insufficiency of the packing or labelling of the Goods, except where such service has been provided by deugro;
 - handling, loading, stowage or unloading of the Goods by Customer or Owner or any person acting on their behalf;
 - inherent vice of the Goods;
 - act or omission of any Authority, riots, civil commotions, strikes, lockouts, stoppage or restraint of labor from whatsoever cause;
 - force majeure, act of God, fire, flood, storm, explosion or theft; and/or
 - any other cause which deugro could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence, including but not limited to fire, flood or storm.
- 14.4** If the Services are subject to regulations set out in international conventions or statutory legislation these conventions or legislation are compulsory applicable to the Services.
- For international carriage of goods by road - the Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956 (the CMR Convention) shall apply.
 - For international carriage of goods by sea - except for carriage to or from the United States of America - the International Convention for the Unification of Certain Rules

of Law relating to Bills of Lading of 1924 and as amended in 1968 and 1979 (the Hague-Visby Rules) shall apply. Carriage of goods by sea to or from the United States of America is subject to the Carriage of Goods by Sea Act of 1936 (COGSA). Supplementary to the Hague-Visby Rules or the COGSA, the deugro's Alpha Maritime Bill of Lading or deugro Ocean Transport Bill of Lading shall apply.

- For international carriage of goods by air subject to the Convention for the Unification of Certain Rules for International Carriage by Air of 1999 (the Montreal Convention) this Montreal Convention shall apply. For shipments subject to only the Convention for the Unification of certain rules relating to international carriage by air as of 1929 (the Warsaw Convention) this Warsaw Convention shall be applicable, however, where both the Warsaw and the Montreal conventions apply the Montreal Convention shall prevail.
- 14.5** For all other loss, damage or claims, including to the extent that the Services are not subject to international conventions, statutory legislation or they are part of a multimodal shipment and it cannot be determined in which mode of transport the loss of, damage to or delay of the Goods occurred, deugro's liability for Services shall be as follows:
- If the multimodal transport includes sea or inland waterway carriage, deugro's liability shall be limited to 2 SDR per kg net weight of the goods lost and/or damaged.
 - If the multimodal transport does not include sea or inland waterway carriage, deugro's liability shall be limited to 8.33 SDR per kg net weight of the goods lost and/or damaged.
 - Unless otherwise mutually agreed, deugro shall not be liable in respect of delay or claims relating to delay, and
 - in respect of any other loss, damage, or claim (including in respect of any errors or omissions), to the lesser of the Fees paid for the impacted Service, 10,000 SDR per occurrence, but not more than 20% of the related contract value each batch or 100,000 SDR in the aggregate per each calendar year.

Overall Limitation of Liability and Exclusion of Consequential Loss

- 14.6** Unless expressly accepted in writing by deugro, deugro's aggregate total liability toward Customer for any loss, damage or claim in connection with the performance and/or non-performance of Services or any other obligations hereunder shall not in any event exceed 200,000 SDR per calendar year.
- 14.7** Except to the extent expressly prohibited by applicable law, under no circumstances shall deugro be liable in contract, tort, negligence, breach of statutory duty or otherwise for any indirect or consequential loss, damage, costs or expenses of any nature whatsoever; or for any loss of actual or anticipated profits, loss of revenue, loss of goodwill, contract and/or business, loss of data, loss of savings or any other pure economic loss, in each case whether direct or indirect.
- 14.8** The defences and limits of liability provided for by these Terms shall apply in any action against deugro whether such action be founded in contract, indemnity, warranty, tort, breach of statutory duty or any other legal cause of action whatsoever.

15. Suspension

deugro shall have the right to suspend provision of any on-going Services upon 7 days' advance notice in writing if Fees relating to any Services provided by deugro are not paid by the due date specified in the invoice.

16. Termination

- 16.1** This Agreement may be terminated for cause by notice in writing:
- by either Party where the other Party has committed a material breach of the Agreement and, if such breach is capable of remedy, has failed to remedy such breach within thirty (30) days of receipt of notice from the other Party requesting such remedy;
 - by either Party with immediate effect if the other Party is unable to pay its debts as they fall due or an order is made or a resolution passed for its liquidation, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed over all or any substantial part of its assets or takes formal steps towards making any kind of composition, compromise or arrangement involving it and any of its creditors or anything analogous to the foregoing shall occur in any jurisdiction; and
 - by deugro where invoice(s) due to deugro remain unpaid by Customer for more than thirty (30) days after the same became due.
- 16.2** Consequences of Termination: In case of termination, (i) deugro shall be entitled to payment for outstanding and undisputed fees for Services actually performed up to and including the effective date of such termination; (ii) if termination is due to material breach by Customer, deugro shall be entitled to payment of all third-

party fees at the costs actually incurred by deugro as a direct consequence of such termination; (iii) deugro shall discontinue performance of the Services and shall deliver all Goods within deugro's possession or control, in accordance with Customer's reasonable instructions and at a location designated by Customer, at Customer's expense; and (iv) deugro shall return all of Customer's documentation relating to the Services or the Cargo (including, without limitation, bills of lading, and customs documents).

17. Notice of Loss

17.1 Notice of claim shall be given to deugro without undue delay. In case of apparent damage to or loss of Goods, notice should be given immediately upon the receipt of the Goods. In case of nonapparent damage to or loss of Goods, notice of claim should be given within the period prescribed by any applicable law, and absence of any such provision, no later than seven days from the day when the Goods were delivered.

17.2 If Customer fails to give notice within the notice period stipulated in Section [17.1] Customer shall bear the burden of proof that the damage or loss of the Goods had occurred before the Goods were received. If Customer fails to prove this, the Goods will be considered to have been delivered in perfect condition.

17.3 Notice of claim concerning delay, loss of the whole consignment and/or matters other than damage to or loss of the Goods shall be given within 14 (fourteen) days from the day on which Customer knew or ought to have known about the circumstances forming the basis of deugro's liability. If such notice of claim is not given, Customer shall lose its right to put forward any claim.

18. Time-bar

Legal proceedings against deugro shall be commenced within a period of 1 (one) year from delivery or when the Goods should have been delivered; otherwise the right of claim will have become lost. The time limit period runs:

18.1 upon depreciation or of damage to Goods from the day upon which the Goods were delivered to the consignee,

18.2 upon delay, loss of the whole consignment or any other kind of loss not falling under a) from the time at which the delay, total loss or other loss could at the earliest have been noticed.

19. General Average

In the event of General Average the parties agree that the York-Antwerp Rules of 1994 shall apply. Customer shall defend, indemnify and hold harmless deugro in respect of any claims of a General Average nature, including any claims or demands for General Average security which may be made on deugro, and Customer shall forthwith provide such security as may be required by deugro in this connection.

20. Both-to-Blame Collision Section

The Both-to-Blame Collision Section as recommended by BIMCO as at the same of the provision of Services is incorporated into and forms part of these Terms.

21. deugro acting as Agent

21.1 deugro shall notify Customer if deugro will act as Agent only in connection with the Services. If no such notice is made deugro shall be considered to act as Principal.

21.2 To the extent that deugro acts as an Agent, deugro does not make or purport to make any contract with Customer for the carriage, storage or handling of the Goods nor for any other physical service in relation to them and acts solely on behalf of Customer in securing such services by establishing contracts with third parties so that direct contractual relationships are established between Customer and such third parties.

21.3 deugro shall not be liable for the acts and omissions of third parties referred to in Section 21.2. deugro shall only be liable if it fails to exercise due diligence in contracting the actual carrier.

21.4 Except to the extent caused by deugro's negligence, Customer shall defend, indemnify and hold harmless deugro in respect of all liability, loss, damage, costs or expenses arising out of any contracts made in the procurement of Customer's requirements in accordance with Section 21.2.

22. Force Majeure and Hardship

22.1 deugro shall use reasonable efforts to perform and complete the agreed Services. If at any time the performance of Services is affected by any hindrance, risk or

delay unforeseeable and not attributable to deugro or deugro's Subcontractors (hereinafter, "Force Majeure Event"), deugro shall not be liable for any related loss, damage or delay of Goods.

22.2 Any delay or failure in performance of Services due to a Force Majeure Event shall not constitute a breach of the Agreement.

22.3 If a Force Majeure Event continues for more than 90 (ninety) consecutive calendar days either party may terminate the specific ordered Services affected by the Force Majeure Event with a written notice.

22.4 The Parties shall negotiate in good faith modifications to the Agreement, if the performance of the Agreement becomes excessively onerous for deugro due to an event beyond deugro's reasonable control such as major changes in production, raw material, energy, labor or transport costs, general price list increases, exchange rate fluctuations, changes in law or applicable engineering standards, necessary suspensions or modifications of the Services as well as any further changes beyond deugro's sphere of influence. If an agreement concerning such modification is not achieved within four weeks after deugro has notified the Customer in writing that it wishes to modify the Agreement (or any appendix) pursuant to this clause, deugro may terminate the Agreement with immediate effect.

23. Confidentiality

Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under the Agreement, that either has been identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purposes of the Agreement and shall not disclose it to anyone except its employees who have a need to know the information provided that such employees are bound by confidentiality obligations. Confidential information shall be returned to the disclosing party upon its request.

24. Miscellaneous

23.1 Amendments

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

23.2 Assignment

Neither party may assign or transfer any rights or obligations under the Agreement to any third party or Affiliate without the express prior written consent of the other party.

23.3 Waiver

A party may only waive a requirement or breach of these Terms in writing signed by it, and any such waiver is limited to the instance referred to (or if no instance is referred to in the waiver, to past breaches only).

23.4 Notices

Notifications shall be made in writing, by mail or via e-mail according to the data exchanged between the parties. Any notice served by mail shall be deemed to have been given on the third day following the day on which it was mailed.

23.5 Legislation

If any legislation is compulsory applicable to Services undertaken – in whole or in part – these Terms shall, as regards such Services, be subject to such legislation. However, nothing in these Terms shall be construed as a surrender by deugro of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Terms is held to be repugnant to such legislation to any extent such part shall as regards such business be over-ridden to that extent and no further.

25. Dispute resolution and applicable law

25.1 Unless otherwise regulated by mandatorily applicable national or international legislation or otherwise agreed in writing, the applicable law shall be the law of Taiwan.

25.2 Unless otherwise agreed in writing or stipulated by mandatory law any dispute arising out of or in connection with this Agreement, its subject matter or formation and/or the Services shall be subject to the exclusive jurisdiction of deugro's domicile.