

General Terms & Conditions

We work exclusively on basis below Terms and Conditions of deugro Saudi Arabia Co. Ltd (deugro (KSA) Ltd) referred to as "Company":

"Customer" is the party requiring Company to render services.

This offer is based on the submitted packing list, cargo specifications, weight, dimensions, and volume. Any changes in dimensions / weights / volume / lot size / quantity / time of shipment or other details may result to adjustment of transport concept as well as freight rates. Rates are subject to final packing list, packing details, technical transport drawings including centre of gravity, support points, maximum ground pressure per sqm, final dimensions and gross weights, availability and proper marking of sufficient suitable lifting lugs and lashing eyes as well as maximum gross load hauled and lifted.

Charges apply for non-dangerous cargo only. Dangerous goods can be quoted on request. Complete documentation must be provided with the firm booking at the latest; land transport: ADR waybill + safety data sheet // sea freight: IMO declaration + safety data sheet. If documents are not available in time, transport cannot be granted, and additional costs may occur. Subject to carrier's acceptance.

Cargo to be fully stackable and over stowable unless otherwise mutually agreed in writing.

Export customs documents to be issued by shipper, import customs clearance to be arranged by consignee, unless otherwise agreed mutually in writing.

Suitable transport packing to be arranged by shipper / manufacturer. Company bears no liability for unsuitability of transport packing.

The booking party confirms that all wooden material is compliant with the latest ISPM 15 regulations and any destination country's laws and regulations on (wooden) packaging material.

Invoicing will be in SAR or USD unless otherwise agreed.

Our offer is not binding until firm booking and mutually agreed in writing.

Our offer is based on today's rate level and tariffs.

Excluded are variable costs which are implemented by the carrier / haulier like e.g., but not limited to: CAF, BAF, LSS, PSS, war risk, fuel or freight increase beyond our control such as state-controlled costs / additional / levies and/or taxes. Those costs vatos (Valid at time of shipment) will be charged

Above mentioned transit times are always estimated and must be considered as average lead times not representing any binding transit time / lead time.

Combination and transloading/trans-shipment of at Company's option.

No Flag restrictions.

Any kind of storage, waiting time, demurrage, and detention for any means of transport for any reason whatsoever are not included and will be charged as per outlay.

This offer is subject to detailed verification and confirmation from deugro on compliance with the applicable conditions for transport of the letter of credit if any.

Marine cargo insurance is not included. It can be offered by Company on request if of interest at costs and risk of the Customer.

Additional costs, such as but not limited to vessel detention, other fees, any other additional costs, charges, or surcharges that result from the Covid-19 pandemic or related events (e.g., due to quarantine orders, congestion, port closures, border closures, lack of equipment, other regulations as set by the authorities), are excluded and to be borne by the booking party against outlay and respective receipt.

Transport is subject to suitable transport routes, good weather conditions and lack of any "force majeure" situation.

Standard working hours of our subcontractors apply.

The Company is not a common carrier and only deals with goods subject to conditions. No agent or employee of the Company has the Company's authority to alter or vary these Conditions. Whenever the Company is instructed to undertake or arrange transport, storage, or any other service, it shall be authorized to entrust the goods or arrangements to third parties subject to the latter's contractual

conditions. The Customer shall be bound by such conditions and shall indemnify the Company against any claims arising out of their acceptance.

Unless explicitly reserved in writing within transportation document by the consignee it will be assumed that the goods have reached delivery point in good order and sound conditions.

The Customer's attention is drawn to third carrier's limitations of liability. The Customer may increase such limitations of liability by declaring a higher value (where optional) for carriage against a payment of a supplemental charge. The declaration of the value itself does not suffice to increase liability, which is subject to supplemental charge and written confirmation by Company.

These Conditions apply to all contracts for the transportation of goods, irrespective of whether they concern freight forwarding, carriage, warehousing, or other services common to the freight forwarding trade; these also include logistical ancillary services commonly provided by freight forwarders in connection with the carriage and storage of goods. The freight forwarder is only responsible for arranging the necessary contracts required for the performance of these services.

If any legislation is compulsorily applicable to any business undertaken, these conditions shall as regards such business be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by the Company 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 conditions be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.

Customers entering transaction of any kind with the Company expressly warrant that they are either the owners or the authorized agents of any goods to which the transaction relates and further warrant that they are authorized to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods.

The Company shall act in the interest of his principal and fulfil his duties with due care.

Subject to express instructions in writing given by the Customer, the Company reserves to itself absolute discretion as to the means, route, and procedure to be followed in the handling, transportation, and storage of goods. Further, if in the sole opinion of the Company it is at any stage necessary or desirable in the Customer's interest to deviate from those instructions, the Company shall be at liberty to do so.

Pending forwarding or delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company and the cost thereof shall be for the account of the Customer.

Except where the Company is instructed in writing to pack the goods, the Customer warrants that all goods have been properly and sufficiently packed and/or prepared

The Company is entitled to retain and be paid all brokerages, commissions, allowances, and other remunerations.

Quotations are given based on immediate acceptance and are subject to withdrawals or revisions. Further unless otherwise agreed in writing the Company shall be after acceptance at liberty to revise quotation or charges with or without notice in the event of changes occurring in currency exchange rates, rates of freight, insurance premiums or any changes applicable to the goods.

The Customer shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for customs, consular and other purposes and he undertakes to indemnify the Company against all losses, damages, expenses, and fines whatsoever arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence.

The Customer shall be liable for any duties, taxes, imports, levies, deposits or outlay of any amount levied by the authorities at any port or place for or in connection with the goods or for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.

When the goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Customer

shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

The Company shall not be responsible for any loss of or damage to goods or for any non-delivery or wrong delivery except upon proof that the loss, damage, non-delivery or wrong delivery occurred whilst the goods were in the actual custody of the Company and under its actual control and that such loss, damage, non-delivery or wrong delivery was due to the willful neglect or default of the Company or its own servants.

The Company shall only be liable for any non-compliance with instructions given to it if it is proved that the same was caused by the willful neglect or default of the Company or its own servants.

Save as aforesaid the Company shall be under no liability whatsoever, however arising and whether in respect of or in connection with any goods or any instructions, business, advice, information or service or otherwise.

Further and without prejudice to the generality of the preceding sub-condition, the Company shall not in any event whether under sub-conditions (i) or (ii) or otherwise, be under any liability whatsoever for any consequential loss or loss of market or fire or consequence of fire or delay or deviation however caused.

The Company shall not be liable under any circumstances for any loss, damage or expenses arising from or in any way connected with marks, weights, numbers, dimensions, brands, contents, quality or description of any goods.

The Company shall not be liable for delay or detention arising there from except upon proof that the delay, detention, loss, damage, or deterioration was due solely and entirely to the wilful negligence of the Company or its servants.

In no case whatsoever shall liability of the Company howsoever arising and exceed the value of the relevant goods or a sum of SDR 19 per kg for airfreight and SDR 2 per kg for ocean and surface freight on the gross weight of the goods whichever is the less. In case of furniture, plate, chinaware, glass, household articles or any other fragile or perishable goods of any kind irrespective of the mode of transport, service or complete contents of the package, the liability of the Company is limited to SAR 375.00 per package or unit. Company's liability is limited in any case to USD 250,000 each occurrence anyone accident and to USD 500,000 for all claims under one contract/project/order.

Company shall bear no liability or costs whatsoever in case of force majeure. Force majeure means any event beyond's Company control.

In any event the Company shall be discharged from all liability: a) for loss from a package or an unpacked consignment or for damage or wrong delivery (howsoever caused) unless notice to be received in writing within seven days after the end of the transit where the transit ends in Saudi Arabia or within fourteen days after the end of transit where the transit ends at any place outside Saudi Arabia b) or loss or non-delivery of the whole of a consignment or any separate package forming part of the consignment (however caused), unless notice to be received in writing within twenty-eight days of the date when the goods should have been delivered c) Loss of a particular market, d) Indirect or consequential damages. e) Loss or damage arising from the perishable, hazardous, fragile or brittle nature of the mechanical arrangements of the goods or for loss or damage caused by force majeure, theft or robbery, Acts of God, damage by animals and inherent vice f) for visibly damaged goods where the Customer signs a receipt without complaint.

The Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery, unless expressly instructed by the Customer in writing.

Where there is a choice of rates according to the extent or degree of the liability assumed by the carriers, warehousemen or others, goods will be forwarded, dealt with, etc., at Customer's risk or other minimum charges, and no declaration of value (where optional) will be made, unless express instructions in writing to the contrary have previously been given by the Customer.

Perishable goods, which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold

or otherwise disposed of without any notice to the Customer and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the date or disposal of the goods shall be paid by the Customer.

Except under special arrangements previously made in writing the Company will not accept or deal with any noxious, dangerous, hazardous, or inflammable or explosive goods or any goods likely to cause damage. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, he shall be liable for all loss or damage whatsoever caused by or in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages, costs and expenses or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time. If such goods are accepted under arrangement previously made in writing they may nevertheless be so destroyed or otherwise dealt with on account or risk to other goods, property, life or health. The expression "goods likely to cause damage" includes goods likely to harbor or encourage vermin or other pests.

Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coins, precious stones, jewelry, valuables, antiques, pictures, livestock or plants. Should any Customer nevertheless deliver any such goods otherwise than under special arrangements previously made in writing the Company

shall be under no liability whatsoever for or in connection with the goods howsoever caused.

Without prejudice to other conditions, the Company shall have the right to enforce any liability of the Customer under these conditions or to recover any sums to be paid by the Customer under these conditions not only against or from the Customer but also if it thinks fit against or from the sender and/or consignee and/or owner of the goods. All sums shall be paid to the Company in cash immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counter-claim or set-off.

All goods (and documents relating to the goods) shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods, or for any particular or general balance or other monies due from the Customer or the sender, consignee, or owner to the Company. If any monies due to the Company are not paid within one calendar month after notice has been given to the person from whom the monies are due that such goods are being detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such persons and the net proceeds applied in or towards satisfaction of such financial obligation.

In addition to and without prejudice to the foregoing Conditions the Customer undertakes that he shall in any event indemnify the Company against all liabilities whatsoever suffered or incurred by the Company arising directly or indirectly from or in connection with the Customer's instructions or their implementation or the goods, and in particular the Customer shall indemnify the Company in respect

of any liability whatsoever it may be under to any servant, agent or sub-contractor or any hauler, carrier, warehousemen, or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against any such party by the Customer or by any sender, consignee or owner of the goods or by any person interested in the goods or by any person whatsoever.

The servants, employees and agents of the Company shall be entitled to the benefit of all provisions in these Conditions which exclude or restrict tortious liability of any kind.

For unclaimed cargos, Customer shall be liable for any warehousing, demurrage, detention, customs, storage, and handling costs as well as any taxes, fees, expenses, damages, and liquidation costs incurred with regards to the goods due to failure to perform necessary procedures. Along with the acceptance of this offer, Customer shall have accepted the demurrage determined by the shipowner as well as the warehousing tariff applicable at the port of discharge and irrevocably renounced your right of objection with regards to these matters.

Quoted rates are valid for 60 days unless specified

All payments must be made immediately upon presentation of our invoice unless agreed mutually in writing.

Scope of Work-related conditions

Trucking (in-gauge and over-dimensional)

Loading onto, lashing, and securing of cargo on truck for a safe transport and safe unloading at destination to be arranged by shipper / consignee.

Transport rate quoted is for live load. 3 consecutive hours free time for loading and discharging, both ends.

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

For Direct loading/delivery at port and for clearance at border, one day is free Thereafter, detention will be charged as follows: - USD 27 per axle line per hour for Modular Hydraulic trailer, USD 120 per hour for low bed trailer, USD 187 per hour for semi-Lowbed Hydraulic trailer and USD 27 per hour for flatbed trailer. Same detention charges applicable after free time at destination / off-loading point.

Rental of stools and beams for temporary storage/off-loading at port/site: USD 20 per stool/per beam, per day Equipment availability to be mutually agreed at the time of order confirmation.

Offered rates are based on the given dimensions and weight as per the equipment list. In case of any changes at the time of movement, our prices are subject to incremental changes.

Cargo insurance is not included. It can be offered on request if of interest with additional cost.

A minimum of 14 days advance notice is required to apply for transport permits from the authorities concerned for all ODC / HL cargo.

deugro Saudi Arabia/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.

Deugro (KSA) /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.

Transports will be carried out subject to available permit from transport authorities.

Subject to acceptance of the initial routing. If the transport permit is only given for an alternative routing or not granted in time and other means of transport may be chosen, the transport costs will be adjusted accordingly.

Import / Export Customs Clearance in KSA

Port Mafi rental charges: As per Outlay if applicable
Crane rental charges at port: As per Outlay if applicable
Storage charges at port: As per Outlay if applicable after free days

Container detention charges after free days: As per Outlay if applicable

Non-palletized cargo surcharge: As per Outlay if applicable

X-ray inspection waiting charges at port: USD 66.67 per cont.

Our quote is based on the present tariff and rates published by the authorities and if any increase in such rates at the time of shipment 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.

Customs clearance charge quoted is based on 15-line items in the commercial invoice per Bill of Lading.

FCL (Full Container Load)

Trucking costs are based on empty pick up from inland depot. If this depot has not enough suitable containers in stock at time of shipment, costs may vary accordingly.

Container stuffing to be arranged by shipper.

3 consecutive hours free time for container stuffing.

Without pre-notice captain may arrange subsequent improvement on cargo's account if out of gauge cargo have not been sufficiently secured on special equipment. If only limited time remains until time of shipment cargo might be shipped with next vessel.

Demurrage / Detention free time and costs for any type of Container are subject to carrier's conditions and are not included.

Shipper's Own Container must be certified as per ISO standard and require a valid CSC plate (required validity = minimum 6 months).

Subject to sufficient space and equipment availability at time of booking and acceptance of the carrier.

LCL (Less than Container Load)

The LCL freight is including standard pick up charges, documentation, local terminal handling, security fee and seafreight based on actual market level. Valid for maximum unit dimensions of 300 x 225 x 230 cm (L x W x H) and maximum unit weight of 2,000 kgs, unless otherwise stated.

Chargeable weight ratio 1:3, unless otherwise stated.

Subject to sufficient space and equipment availability at time of booking and acceptance of the carrier.

Breakbulk & RORO

Liner Terms Hook/Hook (for Breakbulk Cargo) / Full Liner Terms (for RORO Cargo).

As Part Cargo;

Shipment under/on deck in owners' option (if not otherwise stated) at merchant's risk & expense, and B/L's to be marked accordingly.

Hooking on/off charges to be for shipper's account.

Loading/discharging as fast as vessel can receive/deliver cargo, otherwise detention to apply.

Carrier's agents & berths both ends.

Final shipping dates to be mutually agreed.

Any special lifting device, not already on board, to be supplied by shipper.

All movable parts must be secured mechanically. Static cargo inside a box / crate shall be adequately secured to prevent movement or loose items during cargo operation and sea transportation. Capable to be lashed at a height at or above the COG.

Terms applicable for all crated / boxed parts and static cargo greater than 10 metric tons when shipped as RORO Cargo: Direct access to the packed unit; lashing at or above COG; Crates in general to be of sufficient strength to allow forklift handling; Lashing, securing, and stripping of roll trailer is not included, if not otherwise stated.

Any time used on waiting for berth due to swell and/or port congestion to count as detention (detention rate as per booking note).

Stowage/stuffing subject to Master-/Supercargo approval Subject to final approval of technical drawings for heavy lift units and out of gauge cargo with details of centre of gravity.

Subject to suitable vessel / sufficient door height / sufficient ramp capacity / space / local charges / equipment / military allowances / transit allowances / ground clearance

Subject to sufficient space and equipment availability at time of booking and acceptance of the carrier.

Subject to carriers Bill of Lading conditions.

Air freight

Based on General Cargo, considering airworthy packing.

The air freight does not include standard pick up charges, documentation, local terminal handling, standard X-ray fee and airfreight based on actual fuel and security costs.

The transport freight is excluding cargo insurance, any packing charges, costs for additional security check measurements, customs documentation, customs clearance, storage fees, dangerous goods fees, fumigation costs and ...any costs in the destination country, unless otherwise stated.

Chargeable weight ratio 1:6, unless otherwise stated.

Barging

Freight is based on Free In and Out Stowed (FIOS), Lashing, Securing, Dunnage, Load spreading material, additional ballast (i.e., sand), friction materials (plywood or rubber) are excluded.

Based on free and unhindered navigation at all times.

As Part Cargo;

6 consecutive hours free for loading and discharging both ends.

Fuel and other surcharges valid at time of shipment are excluded.

Low/High water surcharge costs excluded, unless otherwise indicated. Company bears no risk or extra costs for interruption of activities due to low inland waterway waters.

Origin and destination costs excluded, unless stated otherwise

The barging operator / barge owner's terms and conditions apply. Max. liability for loss of or damage to cargo always to be: SDR 2,00 per kg gross of the lost or damage cargo.

Storage

If storage beyond the necessary during the normal course of transport/transit is arranged for, the shipper is to cover adequate (storage) insurance. The warehouse operator's / owner's terms and conditions apply.