

GENERAL TERMS AND CONDITIONS

1 | PURPOSE, SCOPE OF APPLICATION AND DEFINITIONS

The purpose of this text is to define the conditions under which the services based on international second class consigned freight forwarding business (ocean freight forwarding) for foreign nationals are provided by KILH K.K. (hereafter: the Consigned Freight Forwarder) to the client (hereafter: the shipper).

Unless expressly agreed in writing, these terms and conditions prevail over any previous conditions and over any contrary conditions stipulated by the shipper, notably its conditions of purchase, its purchase orders or any previous contract. Any commitment or transaction whatsoever with the Consigned Freight Forwarder is deemed as acceptance, without reservation, by the shipper of these terms and conditions, who agrees to submit them upon acceptance of the quote provided by the Consigned Freight Forwarder.

The terms and conditions can be modified at any time at the discretion of the Consigned Freight Forwarder and are available on the website <https://www.seafrigo.com/> website. The applicable terms and conditions are those in effect on the date of the order placed by the shipper. Within these terms and conditions, the terms hereafter are defined as follows:

"SHIPMENT": all goods, packaged (pallets, containers, etc.) or not, effectively made available to the Consigned Freight Forwarder and included on the same transport document for the same dispatch.

"PACKAGE": package refers to any object or physical ensemble made up of several objects, regardless of the weight, dimensions and volume, constituting a load unit remitted to the Consigned Freight Forwarder (box, crate, container, load, roll or palette that has been strapped or filmed by the shipper, etc.) packed by the shipper before acceptance, even if the contents are detailed in the transport document.

"CMR CONVENTION": Geneva Convention of 19 May 1956 relative to the contract for the international transport of goods by road.

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

2 | PRICE OF THE TRANSPORT

2.1. For all transports

The prices are calculated based on the freight fare table, taking into account the information provided by the shipper (content of transportation, type, weight and volume of the goods to be transported, stored, prepared, packaged or wrapped).

Quotes are based on the currency exchange rate at the time they are given. They also depend on laws, regulations and international treaties in effect.

If one or several of these basic elements were to be modified after remittance of the quote, in a manner that is enforceable against Consigned Freight Forwarder, and with proof provided by the Consigned Freight Forwarder, the prices given by the quote would be modified under the same conditions; the same would be true in case of any unexpected event leading, in particular, to modification of the expected transport routes.

The prices do not include the duties, taxes, fees and imposts due in application of any regulation, notably fiscal or customs-related (such as import duties, stamps, etc.).

2.2. For lifting-handling services

No postponement, modification or cancellation of an order can be made without written acceptance by the Consigned Freight Forwarder.

In the event of postponement or cancellation of an order by the shipper, all costs already incurred beforehand will be invoiced to the shipper by the Consigned Freight Forwarder.

In the event of cancellation of an order by the shipper, lump sum compensation of an amount equal to at least half the price of the service will be due to the Consigned Freight Forwarder.

In the event of proven damage resulting from a delay in completion of the order exclusively attributable to the Consigned Freight Forwarder, the shipper may apply penalties, deemed as full and final settlement, equal to 0.1% of the price excluding Consumption tax of the order per calendar day of delay, capped at 3% of the order amount excluding Consumption tax.

3 | INSURANCE

No insurance for the goods is subscribed by the Consigned Freight Forwarder without a written and duplicated order from the shipper for each shipment or operation, specifying the risks to be covered (ordinary and/or special) and the amounts to be guaranteed. In the case of an ongoing relationship, upon prior written instructions from the shipper, each shipment is deemed to be subject to all initial insurances.

In the absence of precise specifications, only ordinary risks (excluding risks of war and strikes) will be insured.

If such an order is given, the Consigned Freight Forwarder acting on behalf of the shipper, subscribes insurance with a reputable insurance company known to be solvent at the time of coverage. The Consigned Freight Forwarder cannot under any circumstances be considered as the insurer.

The conditions of the policy are deemed to be known and approved by the shippers, senders and recipients who incur the cost of it. An insurance certificate will be issued.

The shipper that covers the transport and other risks itself must specify to its insurers that they can only seek to exercise their recourse against the Consigned Freight Forwarder under the conditions and up to the limits indicated in these terms and conditions of sale.

4 | EXECUTION OF TRANSPORT

4.1. For all transports

The intermediaries and subcontractors chosen by the Consigned Freight Forwarder are deemed to have been approved by the shipper.

The dates of departure and arrival communicated by the Consigned Freight Forwarder, if applicable, are provided solely for informational purposes.

The shipper is required to provide, in due time, the necessary and precise instructions to the Consigned Freight Forwarder for execution of the transport services and the related services. The Consigned Freight Forwarder does not have to check the documents (commercial invoice, packing slip, etc.) provided by the shipper.

All restrictive instructions for the delivery (cash on delivery, etc.) must be provided in writing, restated on the waybill, and be duplicated for each shipment. They must also be expressly accepted by the Consigned Freight Forwarder. In any event, such a mandate is only accessory to the principal transport service.

4.2. For lifting and handling services

4.2.1. Subcontracting

In the event that the Consigned Freight Forwarder carries out the operation as a subcontractor of the shipper, the latter has the obligation to have the Consigned Freight Forwarder accepted and to have its payment terms approved by the contracting authority.

The Consigned Freight Forwarder is authorized to subcontract the operation to a third-party consigned freight forwarder, which the shipper expressly accepts.

In cases where the Consigned Freight Forwarder does not benefit from the right of direct payment by the contracting authority, shipper must provide the Consigned Freight Forwarder, at the time of order placement, with a personal and joint bank guarantee for the amount of the work.

4.2.2. Resources for the transports

The Consigned Freight Forwarder supplies the personnel and material resources necessary for the lifting-handling operation. The Consigned Freight Forwarder's services can be of two types: i)Complete control of the operation, i.e., design (studies) and execution.

ii)Execution of the lifting-handling service only, with the studies then being entirely the responsibility of the shipper.

4.3. Carriage of goods by sea

When the carriage of goods takes place by seagoing ship, whether as the sole means of transport or as part of a multimodal contract of carriage and is organized by or on behalf of SEAFRIGO USA INC, the terms and conditions as stipulated in the House Bill of Lading of SEAFRIGO USA INC will be applicable to the services rendered for the carriage of goods by sea. The House Bill of Lading terms and conditions can be found on www.seafrigo.com

When applicable, the House Bill of Lading of SEAFRIGO USA INC prevails over these terms and conditions when there are any discrepancies.

When the carriage of goods takes place by seagoing ship and is organized by any other third party, the current terms and conditions will remain applicable.

In any case, the service provider will not be considered, and will not assume liability as a carrier.

5 | OBLIGATION OF THE SHIPPER

5.1. For all transports

5.1.1. Packaging, marking and wrapping

The goods must be delivered packaged, wrapped, marked, labelled, so that they can withstand the operations to be performed under normal conditions and, if necessary, be delivered to the recipient in accordance with the instructions given to the Consigned Freight Forwarder. The Consigned Freight Forwarder cannot be held liable for any consequences resulting from an absence, insufficiency or defect in the packaging, wrapping, marking and/or labelling, or from a defect related to protection of the goods entrusted to it, notably due to humidity, condensation, atmospheric manifestations, falling dust or foreign bodies, lack of sufficient information on the nature and particularities of the goods.

5.1.2. Loading and stowage

When loading and stowage are the responsibility of the shipper/loader/ordering party or are carried out on its behalf, the Consigned Freight Forwarder will have no obligation to check them, except with regard to road safety if necessary, and the Consigned Freight Forwarder responsibility cannot be engaged in the event of damage caused to the goods due to the improper execution of these operations.

5.1.3. Reservations in the event of loss, damage, deterioration or delay

In the event of loss, deterioration, or any other damage suffered by the goods entrusted, or in the event of delay, the responsibility of the Consigned Freight Forwarder can only be engaged for the losses and damage which have been the subject of precise and detailed written reservations established jointly with the Consigned Freight Forwarder or its subcontractors, on the delivery or

service note, confirmed by registered letter with acknowledgement of receipt within forty-eight (48) hours following the damage. Otherwise, the Consigned Freight Forwarder and its subcontractors will benefit from a presumption of compliant delivery.

It is up to the recipient to express regular and sufficient findings, to confirm said reservations in accordance with the legal or contractual forms and deadlines and, in general, to carry out all acts necessary for conservation of the right of the recourse in accordance with the legal or contractual forms and timeframes, failing which no recourse may be exercised against the Consigned Freight Forwarder or its subcontractors.

5.1.4. Declarative obligations

The shipper agrees to provide the Consigned Freight Forwarder, spontaneously and prior to any service, with all the regulatory information relating to the products entrusted to allow their perfect identification and will alone incur the consequences, whatever they may be, resulting from declarations or documents that are erroneous, incomplete, inapplicable or provided late, including the information necessary for transmission of any summary declaration required by all regulations, including customs, with the Consigned Freight Forwarder reserving the right to refuse any goods. If the Consigned Freight Forwarder considers that the information provided is insufficient, the shipper agrees to provide, upon first request, any additional documented information.

5.1.5. Refusal or default of the recipient

In case of refusal of the freight by the recipient, as in the case of its default for any reason at all, all initial charges and additional charges owed and, in particular, the costs of holding, parking, connection and demurrage incurred by the Consigned Freight Forwarder or its subcontractors shall remain the responsibility of the shipper.

5.1.6. Customs formalities

If customs operations must be carried out, the Consigned Freight Forwarder will only be required to pay the duties and taxes relating to the operation if the corresponding amount has actually been paid to it beforehand by the shipper. If, by exception, the Consigned Freight Forwarder has expressly agreed to carry out customs operations without prior provision, it may suspend or cancel the advances in the event of a delay in only one of the payments requested and/or proven financial difficulties of the shipper.

The shipper holds the Consigned Freight Forwarder harmless for all the financial consequences resulting from erroneous instructions, inapplicable documents, etc. resulting, in general, in the payment of duties and/or additional taxes, fines, etc.

Only the shipper is responsible for customs and tax duties.

5.2. For lifting and handling services

Notwithstanding the foregoing, the shipper agrees to give the following necessary details in advance of any service and in writing to the Consigned Freight Forwarder:

-The definition of the operation to be carried out;

-The nature, weight, dimensions and position of the centre of gravity of the object to be lifted or handled;

-The location and use of anchor points;

-The means of access to the site or to the premises in which this operation must be carried out.

-The shipper agrees to inform the Consigned Freight Forwarder about the constraints associated with the site (security, access, traffic, parking, obstacles, exploitation, etc.), to take the necessary measures so that the operation is carried out safely in the work area (lockout or disconnection of power lines, indication of pipes, etc.) and, in general, to report all elements that could cause a risk.

-The shipper must inform the Consigned Freight Forwarder in writing about the dangerousness and specificities of the object being handled under penalty of incurring its sole liability, with regard to the Consigned Freight Forwarder and third parties. The shipper must carry out a preliminary check of the soils and subsoils (pressure, condition, resistance, composition, etc.) for which it remains solely responsible.

The shipper will take all appropriate measures to ensure compliance with environmental rules.

6 | DELIVERY TIMES

No compensation for late delivery is due if no mandatory date has been expressly requested on the receipt by the shipper and been accepted in writing by the Consigned Freight Forwarder.

In this case, compensation can only be granted if formal notice to deliver has been sent to the carrier for the shipper by registered letter with acknowledgement of receipt after expiry of the agreed period. Compensation is limited to the price of transport of the goods or the service covered by the contract. In the case of international transport, no compensation will be due for delay.

7 | LIABILITY AND INDEMNIFICATION

7.1. Vicarious liability

The liability of the Consigned Freight Forwarder is limited to that occurred by substitutes within the framework of the operation that is entrusted to it.

When limits of indemnification of the intermediaries or substitutes are not known or not due result from required or legal provisions, they are deemed as identical to those stated in clause 7.2 hereafter.

7.2 Personal liability of the Consigned Freight Forwarder

7.2.1. Transport commission

In the event that the Consigned Freight Forwarder's liability is incurred, for any reason and in any manner whatsoever, it is strictly limited for damage to goods as a result of loss and damage, and for all the consequences that may result therefrom, to a lump sum compensation calculated based on the value of the goods as established by the shipper's invoice value of the goods plus freight, charges and insurance premium paid by the shipper provided that such compensation shall not exceed the equivalent of 2 SDR (Special Drawing Rights as defined by the International Monetary Fund) per kilogram of gross weight of the goods lost or damaged.

7.2.2. Inland road transport

The carrier's liability is determined by the Japanese Civil Code, Commercial Code and other related laws. In particular, the carrier is not responsible for loss and damage due to an inherent defect in the goods, unforeseen circumstances or force majeure or fault on the part of the shipper.

Liability in the event of losses and damage is strictly limited for damage to goods as a result of loss and damage, and for all the consequences that may result therefrom, to a lump sum compensation calculated based on the value of the goods as established by the shipper's invoice value of the goods plus freight, charges and insurance premium paid by the shipper provided that such compensation shall not exceed the equivalent of 2 SDR (Special Drawing Rights as defined by the International Monetary Fund) per kilogram of gross weight of the goods lost or damaged.

7.2.3. International road transport

The liability of the carrier is determined by Article 17 of the CMR Convention.

In particular, the carrier is not liable for losses or damage due to one of the general causes for exemption provided for in Article 17S2 of the CMR Convention or to one of the particular risks provided for in Article 17S4 of this text.

The general causes for exemption provided for in Article 17S2 do not constitute cases of force majeure, since proof of their unforeseeable nature does not have to be reported by the carrier. Liability for losses and damage will be limited according to the limitations provided for in Article 23 of the CMR Convention.

7.2.4. For all transport

The carrier is also not responsible for losses or damage to goods delivered without any external trace of damage or missing items, as well as any difference in weight with that indicated by the shipper, if the weighing was not requested in writing by the shipper when the goods have been taken in charge by the carrier.

The take-over of goods without reservations does not engage the responsibility of the carrier if it proves the fault of the shipper or an inherent defect in the transported property.

When it has taken in charge a closed container sealed by the shipper, the liability of the carrier cannot be incurred due to loss or damage to the goods observed on delivery, if the container was delivered with its seal intact.

7.2.5. Lifting-handling

The responsibility of the lifting-handling Consigned Freight Forwarder is determined by the Japanese Civil Code, Commercial Code and other related laws.

The Consigned Freight Forwarder can only be held liable if the operations have been either entirely designed by it, carried out under its direction using exclusively the equipment of its choice, slings and ropes included, or carried out under its exclusive responsibility.

The Consigned Freight Forwarder cannot be held responsible for damage resulting from an error or a design flaw in the studies conducted by the ordering party, a defect in the object handled, a defect, error, omission or ambiguity in the documents sent to the Consigned Freight Forwarder or inadequacy of the equipment used upon instructions from the ordering party.

The Consigned Freight Forwarder is not responsible for aggravation of damage resulting from rescue or lifting operations.

The shipper acknowledges that the Consigned Freight Forwarder has the possibility of interrupting its service for climatic reasons duly recognized by an official or professional body, and that its responsibility cannot be engaged in this regard.

Eventual availability, in the premises of the Consigned Freight Forwarder, of temporary storage space for handled objects cannot be interpreted as a storage contract. Therefore, said storage will be carried out at the risk and peril of the ordering party, without the responsibility of the Consigned Freight Forwarder being able to be engaged in any way unless otherwise agreed in writing.

In the event that the Consigned Freight Forwarder's liability is incurred, for any reason and in any manner whatsoever, it is strictly limited, for damage to goods as a result of loss and damage and for all the consequences that may result therefrom, to the sum of JPY 20,000,000.

7.2.6. Warehousing

The responsibility of the storage Consigned Freight Forwarder is determined by the Japanese Civil Code, Commercial Code and other related laws.

In the event that the Consigned Freight Forwarder's liability is incurred, for any reason and in any manner whatsoever, it is strictly limited for damage to goods as a result of loss and damage, and for all the consequences that may result therefrom, to a lump sum compensation calculated based on the value of the goods as established by the shipper's invoice value of the goods plus freight, charges and insurance premium paid by the shipper provided that such compensation shall not exceed the lesser of the value of the goods based on the shipper's invoice value of the goods plus freight, charges and insurance premium paid by the shipper or the equivalent of 2 SDR (Special Drawing Rights as defined by the International Monetary Fund) per kilogram of gross weight of the goods lost or damaged.

The shipper acknowledges that the Consigned Freight Forwarder never has the capacity of either sender or recipient of the goods for which storage has been entrusted to it, and that it acts in its capacity of simple warehouse keeper acting exclusively in the name and on behalf of the shipper. As such, the shipper agrees to immediately take responsibility for and pay the beneficiary any sum that may be claimed from the Consigned Freight Forwarder in application of laws and regulations, at initial request from the Consigned Freight Forwarder.

7.2.7. Container depot

The responsibility of the Consigned Freight Forwarder related to the container depot is determined by the Japanese Civil Code, Commercial Code and other related laws.

In the event that the Consigned Freight Forwarder's liability is incurred, for any reason and in any manner whatsoever, it is strictly limited for damage to goods as a result of loss and damage, and for all the consequences that may result therefrom, to a lump sum compensation calculated based on the value of the goods as established by the shipper's invoice value of the goods plus freight, charges and insurance premium paid by the shipper provided that such compensation shall not exceed the lesser of the value of the goods based on the shipper's invoice value of the goods plus freight, charges and insurance premium paid by the shipper or the equivalent of 2 SDR (Special Drawing Rights as defined by the International Monetary Fund) per kilogram of gross weight of the goods lost or damaged.

7.2.8. Customs operations

The responsibility of the Consigned Freight Forwarder for any operation in terms of customs or indirect contribution, whether carried out by it or by its subcontractors, may not exceed the sum of JPY 700,000 per customs declaration, without being able to exceed JPY 7,000,000 per assessment year and, in any event, JPY 14,000,000 per assessment notification.

7.2.9. Carriage of goods by seagoing ship

When the carriage of goods takes place by seagoing ship, whether as the sole means of transport or as part of a multimodal contract of carriage, the service provider's liability related to the carriage of goods by seagoing ship will be limited according to the terms and conditions of the SEAFRIGO USA House Bill of Lading, as incorporated in these terms and conditions by clause 4.4. The service provider will not be considered as a carrier.

7.2.10. For all others transports

The Consigned Freight Forwarder is only liable for its proven fault.

Unless otherwise expressly provided for between the Consigned Freight Forwarder and the shipper, for any damage resulting from a failure to perform the service other than that mentioned in clause 7.2, the compensation due by the Consigned Freight Forwarder, in case its personal liability could be incurred, is strictly limited to the price of the service at the origin of the damage.

7.3. Indemnifiable damage

Even in the event of gross negligence, the Consigned Freight Forwarder will only be required to remedy the direct property damage caused to goods that it could foresee at the time of establishment of the contract, expressly excluding, in particular, any consequential or immaterial losses, operating losses and any other damage whatsoever.

In any event, the aforementioned limits of liability are applicable to both direct and indirect, foreseeable or unforeseeable losses.

All quotes, isolated and general prices provided, are established and/or published by taking into account the limitations of responsibility stated above.

7.4. Declaration of value or insurance order

When the value of the goods covered by the contract exceeds the above limits of liability, the shipper may:

- Either incur, in the event of loss or damage, the difference between the Consigned Freight Forwarder's liability limits and the value of the goods;
- Or subscribe a declaration of value which, set by it and accepted by the Consigned Freight Forwarder, will raise the limitations of liability for losses or damage, to the amount of said declaration of value and will result in receipt of an addition to the price.
- Or give instructions to the Consigned Freight Forwarder, in accordance with clause 3, to take out insurance on its behalf, specifying the risks and values to be insured, with these instructions having to be renewed for each shipment.

7.5. Application of limitation of liability

The provisions of these terms and conditions shall not apply to the extent that they restrict or deprive an ocean carrier of any statutory protection or immunity or limitation of liability granted by the laws or regulations of all countries which are mandatory for ocean carriers.

8 | SPECIAL TRANSPORT

For special transport (under controlled temperature, dangerous goods, etc.), the agent or the carrier can make suitable equipment available to the shipper, under conditions which will have been defined beforehand by the shipper, which is responsible for the choice of this material.

9 | CONDITIONS OF PAYMENT

The transports are, unless expressly agreed otherwise in writing by the parties, payable IN CASH ON RECEIPT OF THE INVOICE WITHOUT DISCOUNT, to the place which issued them. Unilateral offsetting of the amount of alleged losses against the prices owed for transport is prohibited. When, exceptionally, payment terms have been agreed, these may in no case exceed thirty days following the date of issue of the invoice. Any partial payment will be applied first to the unsecured portion of the receivables.

Failure to pay an invoice by the due date will result in immediate forfeiture of the term of payment for any other outstanding receivable that the Consigned Freight Forwarder may hold with regard to the shipper. In addition, the Consigned Freight Forwarder reserves the right to suspend any new service until full payment of its receivable.

Interests for delay are applied in the case where amounts due are paid after the payment date appearing on the invoice. These interests for delay are of an amount equal to the interest rate applied by Civil statutory interest rate based on the Japanese Civil Code, plus ten percentage points.

Additional compensation may be claimed, with supporting documentation, when the recovery costs incurred are greater than the amount of the set compensation.

10 | RIGHT OF LIEN AND RETENTION

Regardless of the capacity in which the Consigned Freight Forwarder intervenes, the shipper expressly recognizes that it, as well as all the companies of the SEAFRIGO group, have a right of retention and lien over all the goods, values and documents in the possession of the Consigned Freight Forwarder and/or of any entity of the SEAFRIGO group, as a guarantee for all receivables, whether due or not (invoices, interest, costs incurred, etc.), that the Consigned Freight Forwarder and/or an entity of the SEAFRIGO group holds against it, even prior or unrelated to the operations carried out with regard to said goods, values and documents.

11 | TIME LIMIT

All of the actions to which the contract established between the parties may give way are time barred one year after execution of the service in question and, in matters of duties and fees recovered after-the-fact, following notification of the assessment.

In matters governed by the CMR Convention the 1-year time bar will expire as set out in article 32 of the CMR Convention.

When the carriage of goods takes place by seagoing ship, whether as the sole way of transport or as part of a multimodal contract of carriage, all actions to which the contract may give cause are time barred after nine (9) months after delivery of the goods or the date when the goods should have been delivered.

12 | APPLICABLE LAW AND CLAUSE ASSIGNING JURISDICTION

These terms and conditions are governed by Japanese law. In case of a dispute or disagreement, only the Tokyo District Court shall be competent, even in the case of multiple defendants or guarantee claims.