GENERAL TERMS AND CONDITIONS OF SALE (VERSION 20/09/25)

1 | PURPOSE, SCOPE AND DEFINITIONS

The purpose of this text is to define the conditions under which the services of SEAFRIGO DO BRASIL AGENCIAMENTO DE CARGAS LTDA (hereafter the Service Provider) are provided, in any capacity whatsoever, whether as agent, freight forwarder, customs agent, NVOCC, charterer, shipping agent, air freight agent, freight forwarder, Carrier, warehouseman, packaging company, Service Provider, etc., for goods of all kinds, from all origins, for all destinations.

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

The terms and conditions are subject to change at any time at the discretion of the Service Provider, and are available at https ://www.seafrigo.com/. The general terms and conditions applicable are those in force on the date of the order placed by the Client/principal.

All services rendered are based on the Hague Conventions with their amendments, the Warsaw Convention as amended by the Montreal Protocol, and subsequent modifications, along with the conditions outlined in the Bill of Lading for each operation, unless otherwise agreed with the contracting party.

For road transport, Brazilian Law No. 11,442/07 applies. For international road transport, the provisions of the CMR Convention (Convention on the Contract for the International Carriage of Goods by Road) apply, insofar as they do not conflict with Law No. 11,442/07. These General Terms apply to shipments covered or not by the Service Provider's standard Bill of Lading or that of an NVOCC within its economic group or with which it has an operational agreement. They also apply to simple deconsolidation operations covered by Bills of Lading issued by third parties (foreign Freight Forwarders or NVOCCs). The Service Provider shall not be liable for losses or damages arising from the general grounds for exemption provided in Article 17, §2 of the CMR Convention or from the special risks outlined in Article 17, §4 of the same convention. The general grounds for exemption in Article 17, §2 do not constitute force majeure, and the Carrier is not required to prove the unpredictability of these causes. Liability for losses or damages shall be limited to the extent established by Law No. 11,442/07.

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

"BILL OF LADING»: As used in this document, includes conventional Bills of Lading, as well as electronic and express invoices, «Airway Bills of Lading» (AWB), and all similar documents, regardless of the mode of transport.

«TRANSPORT»: Refers to all operations and services arranged by the Service Provider concerning the goods.

«CHARGES»: Includes freight, dead freight, demurrage, detention, THC (terminal handling charges), and all expenses and monetary obligations paid by the Merchant/Contracting Party.

«CONTAINER»: Refers to the onboard equipment used for securing goods. It does not constitute packaging but is considered transport equipment.

«GOODS»: Refers to the cargo or merchandise received from the shipper and described in the Bill of Lading, as well as any containers not provided by or on behalf of the Carrier.

«MERCHANT»: The Client/contracting party for the services, encompassing the shipper, consignor, consignee, holder of the bill of lading, owner of the goods, endorsee of the bill of lading, or any person entitled to possession of the goods. all such parties are jointly and severally liable for obligations incurred when contracting services from the Service Provider or third parties engaged by it. the "merchant", a.k.a. "contracting party", will also be referenced to as "Client" in this document.

«CARRIER»: Refers to the shipowner, airline, or land Carrier (road, rail, or pipeline). It is the issuer of the Bill of Lading (regardless of the mode of transport) and its agents at the ports of loading or discharge.

«VEHICLE»: Means the vessel, truck, aircraft, or any other means designated to transport the goods

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

«ORDER»: An item or a material set consisting of several items, regardless of their weight, dimensions, or volume, constituting a load unit delivered to the Service Provider (box, crate, container, bundle, roll, strapped or shrink-wrapped pallet, etc.), packaged by the Client/contracting party before acceptance, even if the contents are detailed in the delivery document.

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

«CMR CONVENTION»: Geneva Convention on the Contract for the International Carriage of Goods by Road (CMR) of May 19, 1956

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

2 | SERVICE PRICE

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

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

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

The Service Provider is not responsible for any changes to transport prices and conditions applied by third parties, such as airlines, shipping companies, or those related to GRI (General Rate Increase), STA (Seasonal Adjustment Surcharge), SRG (War Risk Surcharge), or any other additional charges that may be imposed by third parties. The Service Provider undertakes to inform and forward any changes in such conditions or prices to the Client as soon as possible. These provisions also apply to Demurrage and Detention, whose rates may be altered without prior notice.

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

3 | INSURANCE

The contracting party is aware that the Service Provider strongly recommends taking out insurance for all cargo transported, in order to ensure the necessary cover against risks inherent in transportation operations.

No insurance for the goods is taken out by the Service Provider without a written and repeated order from the Client for each shipment or operation, specifying the risks to be covered (ordinary and/or special) and the values to be guaranteed. In the case of an ongoing relationship, upon prior written instructions from the Client, each shipment is deemed to be subject to the initial instructions. In the absence of precise specification of the risks to be covered, only ordinary risks (excluding war

and strike risks) will be covered. In the absence of precise specification of the values to be covered, the Service Provider will have the option of assessing the value to be covered on a discretionary, lump-sum basis, depending on the goods entrusted to him. This value will then constitute the maximum compensation ceiling for the Client, after deduction of any deductible and under the conditions of the insurance policy taken out, which will be deemed to be known and approved by the Client.

If such an order is given, the Service Provider acting on behalf of the Client/principal takes out insurance with an insurance company that is known to be solvent at the time coverage. The contracting party must inform its insurer, at the time of taking out the insurance (from the time of the proposal), of the existence of a limitation on the indemnifiable amount, as this limitation is part of the contracted risk. In the event of failure to inform the insurer of this fact, the contracting party may be ordered to reimburse Service Provider for any amount charged by the insurer in excess of the limits established in this contract, plus costs and lawyers' fees.

In all cases in which the contracting party takes out insurance, the contracting party shall be obliged to always provide the relevant waiver letter during which this proposal is in force.

Acting as an agent, the Service Provider can under no circumstances be considered an insurer.

The terms and conditions of the policy are deemed to be known and accepted by the principals, shippers and consignees, who bear the cost. A certificate of insurance will be issued.

The Client/principal who covers transport and other risks himself must specify to his insurers that they may only claim recourse against the Service Provider under the conditions and within the limits specified in these general terms and conditions of sale.

4 | PERFORMANCE

For the purposes and effects of these General Terms, the Service Provider will provide logistics, freight forwarding, and related services to the Client, including but not limited to the intermediation and forwarding of air, sea, and land freight, through third-party contractors.

Intermediaries and subcontractors chosen by the Service Provider are deemed to have been approved by the Client/principal. Transport departure and arrival dates provided by the Service Provider are purely indicative.

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

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

In the performance of its activities, the Service Provider may charge additional fees and surcharges that were not stated in the Bill of Lading or in the negotiations with the Client, especially when adjustments are needed to align with the values charged by the maritime Carrier (VOCC).

As a Freight Forwarder or Cargo Agent, the Service Provider will arrange third-party services, always in the Client's best interest, in accordance with Art. 37, Decree- Law No. 37/66, or any regulation that replaces it. All subcontracted services are subject to special conditions that may be required by the parties involved. Therefore, the contracted services may be canceled, postponed, or modified without prior notice by the Service Provider (SEAFRIGO). Forced use of operational alternatives and standards to fulfill obligations on the requested routes, or the use of alternative routes and standards, may result in additional costs to be borne by the Client.

5 | CLIENT'S OBLIGATION

5.1. Description and information regarding the goods

The description and information regarding the goods declared in the Bill of Lading are the responsibility of the Client (merchant), who shall be liable for any charges arising from inaccurate information or declarations, including customs fines and operational costs incurred to correct such data (correction letter fees and customs fines).

The Service Provider is not responsible for the accuracy of any information entered into the Bill of Lading at the request of the Client, such as letters of credit, import licenses, commercial contracts, invoices, and/or purchase order numbers, or details of any other contracts to which the Service Provider is not a party. The inclusion of such information is entirely the responsibility of the Client, who is liable to indemnify the Service Provider for any consequences arising from inaccuracies in the bill of lading or the transportation contract. The Client acknowledges that the Service Provider has no knowledge of the value of cargo.

5.2. Wrapping, marking and packaging

The goods must be delivered conditioned, packaged, marked and labeled in such a way that they can withstand the operations to be carried out under normal conditions, and if necessary be delivered to the recipient in accordance with the instructions given to the Service Provider.

The Service Provider cannot be held liable for any consequences resulting from the absence, inadequacy or defect of packaging, wrapping, marking and/or labelling, or from a lack of protection of the goods entrusted to him, in particular due to humidity, condensation, atmospheric events, falling dust or foreign bodies, or a lack of sufficient information on the nature and particularities of the goods.

Goods that are or may become dangerous, flammable, harmful or that may be likely to damage any property or any person must be offered for transportation with the prior express written consent of the Service Provider or the Carrier. The container or other transport equipment used to accommodate the goods must be properly marked to indicate the nature and characteristics of such items, enabling immediate identification. If the goods are delivered for transportation without written authorization or proper markings, or if in the opinion of the Carrier (shipowner, airline, land Carrier, other) or the Service Provider the items are or may become dangerous, flammable or hazardous, the items may be destroyed, discarded, abandoned or rendered harmless at any time, without compensation to the Client and without prejudice to any amounts owed to the Carrier or to the Service Provider, including, but not limited to, freight, local charges and any other costs incurred.

5.3. Liability and indemnity for damages

5.3.1. If Goods are not received by Service provider already in Containers, the Service Provider may pack them in any type of Container.

5.3.2. The Client shall indemnify the Service Provider for damage to to vehicles and their equipment, containers, and third-party interests if such damage occurs while such equipment is under the control of the Client or its agents.

5.3.3. The Client will indemnify the Service provider for any damage or injury to persons or property caused by Containers during their handling or when in Merchant's possession or control.

5.3.4. The Client shall be held liable for any loss or damage of any nature, including but not limited to contamination, soiling, detention, and demurrage before, during, and after the transportation of the goods.

5.3.5. The Client shall defend, indemnify, and hold harmless the Carrier and the Service Provider from any loss, damage, claim, liability, or expense of any nature arising from any violation of the Bill of Lading (or any other transport document) and/or these General Terms and Conditions, as well as in cases of noncompliance with any legal obligation or any cause related to the goods for which the Carrier and the Service Provider are not responsible. In the event corrections are needed for the Bill of Lading or the Cargo Manifest, the Client shall be responsible for any fines arising from such corrections. To execute the requested changes, the Carrier or the Service Provider may require a letter of indemnity and a financial guarantee, such as a deposit.

5.3.6. The Service Provider shall under no circumstances be liable for indemnifying the Client for any loss of profit, pain or suffering, additional losses and damages, or also for direct or indirect losses, or consequential damages.

5.3.7. The Service Provider's liability shall not exceed the limit set in this "GTC", and under no circumstances shall it exceed the responsibility assumed by the shipping company, airline, railroad company, road transport company, or any other supplier involved in the transport.

5.3.8. In the event of debts claimed against the Service Provider by the maritime Carrier or another subcontractor, the Service Provider shall have recourse against the Client, who must intervene and assume responsibility for the claimed damages or expenses.

5.4. Loading and stowage

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

5.5 Reservations in the event of loss, damage and delay

In the event of loss, damage or any other damage suffered by the goods entrusted to the Service Provider, or in the event of delay, the Service Provider may only be held liable for damage or loss which has been the subject of precise and reasoned written reservations made with the Service Provider or his substitutes, on the delivery or service note, confirmed by registered letter with acknowledgement of receipt within seventy-two (72) hours of the damage. Failing this, the Service Provider and his substitutes will be presumed to have delivered the goods in a compliant manner.

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 ne recourse may be exercised against the Consigned Freight Forwarder or its subcontractors.

5.6. Reporting obligations

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

5.7. Recipient's refusal or default

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

5.8. Customs formalities

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

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

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

The Service Provider's liability for any customs or indirect tax operation carried out by itself or by its subcontractors shall not exceed R$ 850 per customs declaration, without exceeding a sum greater than R$ 190 000 per event.

5.9. Compliance with laws, regulations and requirements of authorities

The Client guarantees compliance with all laws, regulations, and requirements of the authorities involved in international trade and transportation operations and shall pay all taxes, fees, fines, expenses, and damages incurred or suffered due to any illegality, inaccuracy, or insufficiency of information, labeling, numbering, addressing, or other elements related to the goods and the operation.

5.10. Freight, Dead Freight, Costs, Charges, Penalties, and Fines

Freight, whether prepaid or not, is considered fully due upon the booking confirmation and will not be refunded under any circumstances. Unless otherwise agreed, freight or any other charges governed by this contract must be paid by the Client upon the Service Provider's request. Any interest charges imposed by the Carrier due to late payment will be passed on to the Client.

The Client is responsible for all costs and expenses related to fumigation, repacking, segregation of loose cargo, onboard weighing, repairs, packaging replacement, and any extra handling of the cargo. The Client will also be liable for any costs, expenses, losses, or penalties resulting from non-fumigated, contaminated, or infested dunnage supplied by them, including transportation costs to another port, if necessary.

The Client is responsible for paying any applicable fees or taxes on the cargo, calculated based on its quantity, volume, or other characteristics.

For the purposes of this clause:

"DEAD FREIGHT": In the event of cancellation of the transport contract after the booking has been confirmed, the Client will be responsible for paying the freight and local taxes in full. A cancellation fee may also be charged, depending on the Carrier's policies. In this case, the free demurrage period does not apply, and daily demurrage and detention charges must be paid, counting from the time the empty containers were picked up until they are returned to the Carrier. In the case of chartering, this obligation will arise even without the Booking Note being signed, and its applicability will be recognized immediately after the final contracting conditions (Clean Fixture) have been defined.

"SEALS": The Client is aware that the pickup of seals and their use is the Client's sole responsibility. If the Client does not use any seals that have already been picked up, they must inform the Service Provider immediately, under penalty of having to pay for these security devices, in accordance with the policies of the shipowner assigned to the shipment.

"TRANSFER OF RESERVATION TO ANOTHER SHIP": By canceling a reservation or requesting the shipment to be postponed to the next ship, the Client is aware that there may not be enough space on the immediately following ship or on the next ones, and that, in this case, the Client will be forced to wait until the next available ship, in which case the Client will have to pay the costs of Storage and Detention (export demurrage) or Longstanding until the actual boarding. "BOOKING CANCELLATION OR DECREASE IN THE NUMBER OF CONTAINERS TO BE SHIPPED": In the event of a Booking cancellation or reduction in the number of containers to be shipped at the request of the Client, a penalty will be applied.

"CARGO DESTINATION": At the request of the Client, the Service Provider may request the destination of cargo to another port or warehouse selected by the Client. However, the Service Provider shall not be liable for any impediment in carrying out this procedure, including regarding the TC4 request. Therefore, any extraordinary costs incurred in the removal, storage and/or safekeeping of cargo must be supported by the Client.

"LATE SI": if the Draft/VGM is sent after the Booking deadline, it will be charged "Late SI" (fine for late sending of instructions - Draft/VGM and/or for non- shipment of goods due to late sending).

6 | BILL OF LADING RELEASE METHOD

If the Client decides to use the Sea Waybill or Telex Release methods, the cargo will be released after the fees due have been paid in full.

Under no circumstances will the Service Provider be liable for any improper release of cargo, as well as for any costs or losses that may arise from such situations. The Client is aware that the Service Provider advises that these release methods should only be used in transactions carried out between companies from the same economic group or companies of recognized and high reliability.

7 | DELIVERY TIMES

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

In this case, compensation may only be paid if the carrier has been given formal notice to deliver on behalf of the customer/principal by registered letter with acknowledgement of receipt after expiry of the agreed deadline. Compensation is limited to the cost of transporting the goods or services covered by the contract, and in any event may not exceed a maximum of 50,000 Reais.

Without prejudice to any legal provisions to the contrary, in the case of international transport, no compensation will be due for delay.

8 | LIABILITY AND INDEMNITY

8.1. Substitute liability

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

When the indemnity limits for intermediaries or substitutes are not known or do not result from mandatory or legal provisions, they are deemed to be identical to those set out in article 8-2 below.

8.2. Provider's personal liability

8.2.1 Freight Forwarder / NVOCC

In the event that the Service Provider is held liable as freight forwarder, for whatever reason and in whatever capacity, its liability is strictly limited, for damage to goods resulting from loss or damage, and for any consequences arising therefrom, to R$ 15 per kilogram of lost or damaged goods, without exceeding a sum greater than R$ 75 000 per event.

Notwithstanding the present terms and conditions, when the Service Provider, acts as agent of the NVOCC SEAFRIGO USA INC (intermediary issuing its own internal bills of lading (HBL)) for the carriage of goods by sea, including within the framework of a multimodal transport contract, the general conditions stipulated in the HBL will be applicable to said services and will prevail in the event of any discrepancy with the present GCS. These terms and conditions are available on the SEAFRIGO website at https://www.seafrigo.com/en/seafrigo-worldwide/usa/. Under no circumstances may the Service Provider be qualified as a sea Carrier or assume the responsibility of a substitute sea Carrier.

8.2.2 Domestic road transport in Brazil

The Carrier's liability is determined by Brazilian Law n. 11,442/07.

In particular, nor the Service Provider or the Carrier are not liable for loss or damage due to a defect in the goods themselves, an act of God or force majeure, or a fault on the part of the shipper.

Liability for loss or damage will be limited in accordance with the Law limitations.

8.2.3. International road haulage

The Service Provider's liability is determined by Brazilian Law n. 11.442/07.

In particular, the Carrier is not liable for loss or damage due to one of the general grounds for exoneration provided for in article 112 of Brazilian Law n.11.442/07, or to one of the special risks provided for in article 17 of this text.

The general grounds for exoneration provided for in article 112 do not constitute force majeure, and proof of their unforeseeable nature need not be provided by the Service Provider.

Liability for loss or damage will be limited in accordance with the limitations set out in Article 15 of the Brazilian Law n. 11.442/07, to R$ 15 per kilogram of lost or damaged goods, without exceeding a sum greater than R$ 75 000 per event.
8.2.4. For all transports
The Service Provider is also not liable for any loss or damage to goods delivered without any external trace of damage or shortage, nor for any difference in weight with that indicated to him by the principal, if the weighing has not been requested in writing by the shipper when the goods are taken over by the Carrier.
The acceptance of goods without reservation does not give rise to liability on the part of the Service Provider notably if he can prove fault on the part of the shipper or an inherent defect in the goods transported.
The Service Provider cannot be held liable for loss or damage to goods on delivery if it has taken charge of a closed container sealed by the shipper, if the container was delivered with its seal intact.
8.2.5. Storage
The storage provider's liability is governed by articles 627 to 646 and 751 to 755 of the Brazilian Civil Code.
In the event that the Service Provider's liability is incurred, for whatever reason and in whatever capacity, it is strictly limited, for all damage to goods attributable to any operation as a result of loss or damage and for any consequences that may result therefrom, to R$ 15 of gross weight of missing or damaged goods without being able to exceed, whatever the weight, volume, dimensions, nature or value of the goods concerned, a sum greater than R$75 000 per event.
8.2.6. Customs operations
The Service Provider's liability for any customs or indirect tax operation carried out by itself or its subcontractors may not exceed R$ 850 per customs declaration, without exceeding a sum greater than R$ 75 000 per event.
8.2.7. For all other services
The Service Provider is liable only for proven faults.
Unless otherwise expressly agreed between the Service Provider and the Client, for all damages resulting from a failure to perform services other than those listed in article 7.2, the compensation due by the Service Provider, in the event that its personal liability is incurred, is strictly limited to the price of the service that caused the damage, up to a maximum of R$ 75 000 per event.

8.3. Compensable loss

Even in the event of inexcusable fault, the Service Provider will only be liable for compensation for direct material damage caused to the goods that he was able to foresee when the contract was formed, expressly excluding any immaterial damage, operating losses or any other damage whatsoever.
The Service Provider cannot be held liable for any delay in delivery, unless it has been notified of a special interest in delivery and has validly accepted it. In any event, compensation will not exceed the price of the service, and the Service Provider cannot be held liable for any intangible damage caused.
In any event, the aforementioned limits of liability apply to both direct and indirect, foreseeable or unforeseeable damage.
All quotations, specific offers and general rates are drawn up and/or published taking into account the above limitations of liability.

8.4. Abandoned goods

If the Client fails to collect their goods within 15 (fifteen) days after the expiration of the container free utilization period (free time), or if the Client is subject to legal or administrative proceedings that may, even potentially, delay the return of containers, the Service Provider will have the right to request the unstuffing of goods and immediate return of the containers in the Client's name to regain possession of the units. All resulting costs, including storage and handling of the goods, will be borne by the Client. These «GTC,» along with the Bill of Lading, will serve as authorization for this purpose.
In case of goods refusal by the consignee or nonpayment by the consignee, for any reason, all initial and additional costs, particularly retention, storage, refrigeration,
connection, and demurrage costs, incurred by the Service provider or its substitutes, will remain the responsibility of the Client.
In exports operations, the Shipper will be held jointly liable with the Consignee for all costs incurred at destination, regardless of the INCOTERM chosen by the parties to the purchase and sale contract.

8.5. Declaration of value or insurance order

Where the value of the goods covered by the contract exceeds the above liability limits, the Client may:
- in the event of loss or damage, bear the difference between the Service Provider's liability ceilings and the value of the goods,
- or give instructions to the Service Provider, in accordance with article 3, to take out insurance on its behalf, specifying the risks and values to be insured; these instructions must be renewed for each shipment.

8.6. Cyber risk exclusion clause

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

9 | SPECIAL TRANSPORTS

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

10 | VERIFIED GROSS MASS (VGM) REQUIREMENT

To comply with the SOLAS (Safety of Life at Sea) amendment of the International Maritime Organization, the Client must provide Verified GROSS MASS (tare weight, cargo, dunnage, etc.) information for the shipment of goods.
The weight information provided must comply with the rules established by the International Maritime Organization. The Client acknowledges that non-compliance with the requirement within the timeframes set by the Carriers may result in the goods not being shipped.
The Client also acknowledges that all expenses resulting from the failure to ship goods due to non-compliance with the VGM requirement (Verified Gross Mass) will be their responsibility, including detention, demurrage, storage, re-packaging, handling, and any other costs related to the goods remaining at the terminal awaiting shipment.

11 | DEMURRAGE

For the purposes of Demurrage, the Service Provider grants the Client 5 (five) calendar days for Dry containers (standard, non-refrigerated cargo), Box, High Cube; 5 (five) calendar days for Flat Rack and Open Top containers; and 4 (four) calendar days for refrigerated containers, to use the containers free of demurrage charges, unless expressly agreed otherwise by the parties. To enjoy the Demurrage (freetime) period and use the containers after unloading, however, the CLIENT must comply with the Service Provider 's administrative procedures, submit a Statement of Responsibility, and provide a deposit equivalent to the value of the containers they use, to cover potential damages to the equipment and related expenses such as demurrage, freight, fees, etc. Deposits provided may be applied to offset various debts (amortization), such as freight, Demurrage, damage reimbursement, and others associated with the Client. However, they will not exempt the contracting party from paying the debts in full.
Free time begins as soon as the containers are unloaded at the discharge port (unloading date). After the free time period, the Client will pay daily Demurrage fees (import), as indicated in the tariff table below. This daily cost will be charged until the containers are returned to the Carrier at the location indicated by them.
The containers must be returned undamaged and ready for immediate use for transport. If the containers are lost or misplaced, declared a total loss, or not returned in proper condition, daily demurrage (Demurrage or Detention) charges will be levied until full compensation for the containers is paid, or until adequate repairs are performed and approved by the Carrier. Additionally, the Client must pay the per diem rate charged by the maritime Carrier if the containers 50.000 SDR are leased. The table below represents the Demurrage rates due; however, in the event of tariff increases, updated tables will apply immediately. Any contrary agreements will prevail, provided they are expressly and formally confirmed by a legal representative of the Service Provider. For further clarification, our offices should be contacted for additional information.
The Client may be required to provide a security deposit for container usage after unloading at the destination port and for enjoying the agreed free Demurrage time, as well as in cases of amendments to the cargo manifest, unloading, or corrections to the CE Mercante. Since requests for amendment or data correction with the SRFB may result in customs penalties (fines and administrative penalties), the Client hereby agrees to pay, on behalf of the Service provider, any fines imposed against them, as well as reimburse the Carrier for fines resulting from the same cause. In case of fines, payment must be made upon the tax assessment, as evidenced by the infraction notice issued against the Service Provider and/or the Carrier. Alternatively, the Client may request a judicial review of the notice, agreeing to cover court costs, legal fees, and make a full judicial deposit of the debt amount to suspend the tax liability.
Free time counting and daily rate table application
Free time and the application of the daily rate table begin on the container unloading date. The Client acknowledges that depending on the agreed free time period, the first day in Demurrage may already fall under the second or even third phase of the Daily Rate Table due to the extended free use period.
The Client also acknowledges that any free time beyond the terms mentioned in this clause is granted as a bonus for payment by the invoice due date. In the event of late payment, this benefit may be canceled, resulting in the cancellation of previously issued invoices and re-invoicing based on non-bonused terms.

Demurrage table

CONTAINER DETENTION & DEMURRAGE FEE (DEMURRAGE & DETENTION COMBINED) - INBOUND				
ALL BRAZILIAN PORTS	20'		40'	
	DRY	REEFER	DRY	REEFER
FREE TIME	5	4	5	4
AFTER FREE TIME	USD 218,00	USD 400,00	USD 230,00	USD 450,00

12 | DETENTION

Similarly, for Detention (export demurrage), the Service Provider grants the Client 05 (five) calendar days for Dry containers (standard, non-refrigerated cargo),
Box, High Cube; 05 (five) calendar days for Flat Rack and Open Top containers; and 03 (three) calendar days for refrigerated containers to use the containers free of Detention charges, unless expressly agreed otherwise by the parties.
To benefit from the free Detention period and use of the containers prior to cargo shipment, the Client must comply with the Service Provider's administrative procedures, including providing a deposit equivalent to the value of the containers used. Such deposits may be applied to offset various debts, such as freight, Demurrage, Detention, damage reimbursement, and other charges owed by the Client.
However, this does not exempt the Client from full payment of debts. Free time begins when the containers are removed from the container warehouse/terminal (Depot). After the free period, the Client will pay daily Detention charges as per the tariff table indicated below. These charges will continue until the containers are delivered to the designated Port facilities (gate-in) for transport. The cargo must be ready for immediate shipment and customs cleared.
If the Client fails to deliver the designated cargo within the period established by the Carrier («window»), they will be responsible for paying a «no-show» or «late arrival» fee, depending on the case and in accordance with the rules set by each designated terminal.
If the cargo is designated for shipment on another vessel due to being uncleared or for any other reason attributable to the Client, the free time period will be canceled, and demurrage charges will accrue from the time the empty container was withdrawn until the cargo is effectively shipped on the next available vessel or, in the case of withdrawal or cancellation of shipment, until the containers are returned to the Carrier at the designated location.
If containers are used for a different booking request, the free time period will not restart, and the count will always be considered from the container's departure from the Depot to the Client. Containers must be returned undamaged, ready for immediate reuse for transport. If containers are lost, misplaced, declared a total loss, or not returned in proper condition, demurrage charges will accrue until full compensation is paid, or adequate repairs are performed and approved by the Carrier, in accordance with international standards for such equipment. Furthermore, the Client must pay the per diem rate charged by the maritime Carrier if the containers were leased. The table below outlines the Detention rates due. However, in the event of a tariff increase, updated tables will be immediately applied. Any contrary agreement regarding free time or tariffs will prevail, provided it is expressly and formally confirmed by a legal representative of the Service Provider. For further information, our offices should be contacted.

Detention table

CONTAINER DETENTION FEE - OUTBOUND				
ALL BRAZILIAN PORTS	20'		40'	
	DRY	REEFER	DRY	REEFER
FREE TIME	5	3	5	3
AFTER FREE TIME	USD 95,00	USD 185,00	USD 145,00	USD 355,00

13 | TERMS OF PAYMENT

Unless otherwise expressly agreed in writing by the parties, services are payable IN CASH ON RECEIPT OF THE INVOICE WITHOUT DEPOSIT, at the place of issue. Unilateral offsetting of the amount of alleged damages against the price of services due is prohibited.
Where, exceptionally, payment terms have been granted, these may in no case exceed thirty days from the date of issue of the invoice. Any partial payment will be charged first to the non-preferential part of the receivables. Where, by way of exception, staggered payment terms have been agreed, non-payment of a single instalment shall automatically entail forfeiture of the term, and the balance shall become immediately due and payable without the need for any deed or formal notice.
Failure to pay any amount owed to the Service Provider will incur a 10% penalty fee calculated on the properly adjusted amount, plus 1% interest per month, from the due date (invoice or debit note expiration) until the effective and full payment date, with monetary correction by the IPCA index. If debts must be collected through third parties in extrajudicial or judicial proceedings, an additional 10% will be owed to these third parties as attorney fees. Outstanding invoices may be protested and reported to credit protection agencies without prior notice, given the automatic default upon invoice expiration. In case of payment delays exceeding 30 days, the Service Provider may immediately suspend services for the Client, refuse or suspend other orders placed by the Client, and cancel any special free time or tariff conditions previously granted. Amounts stipulated in this agreement may be enforced through legal proceedings, with the parties acknowledging that such amounts can be calculated through simple arithmetic, constituting an extrajudicial executive title under Article 784, III, of the Brazilian Code of Civil Procedure.

14 | EXCHANGE RATE

For payments that need to be exchanged into the national currency (Real), the Central Bank of Brazil's exchange conversion rate (PTAX) will be used, plus 5% (five percent) as a spread and protection surcharge against exchange variation, unless otherwise agreed with the Service Provider.

15 | MEDIATOR

As a Freight Forwarder or Cargo Agent, the Service Provider will only be responsible within the limits of the obligations assumed as a service mediation agent and in accordance with the agreed compensation limits as set forth in these «GTC.» In the event of cargo damage or other losses, such as loss, delay, etc., the Client must seek compensation directly from the actual Carrier, releasing the Service Provider from any liability.

16 | LIEN AND RIGHT OF RETENTION

Regardless of the capacity in which the Service Provider acts, the Client/Principal expressly grants the Service Provider and all companies of the SEAFRIGO Group a contractual right of lien with a general and permanent right of retention and preference on all goods, securities and documents in the possession of the Service Provider and/or any entity of the SEAFRIGO Group, as security for all claims, due or not due (invoices, interest, costs incurred, etc.), which the Service Provider and/or any entity of the SEAFRIGO Group holds against it, even prior to or unrelated to the said goods, securities and documents.), which the Service Provider and/or any entity of the SEAFRIGO Group holds against it, even prior to or unrelated to the operations carried out with respect to the said goods, securities and documents.

17 | FORECLOSURE AND STATUTE OF LIMITATIONS

17.1. Foreclosure

Any reservations concerning damage, loss or any other shortcoming must be sent within 3 days from the delivery date, according to Article 784, III, of the Brazilian
Civil Code. If no reservation is made within this period, the goods will be presumed to have been delivered in good condition.
In the event that damage, loss or any other shortcoming is discovered after the expiry of this three days period, the claim must be sent to the Service Provider immediately after the discovery of the damage, loss or other shortcoming, failing which the claim will be barred.
To be valid, complaints against the Service Provider must be notified to the latter by any means (mail, e-mail, etc.), and must be immediately confirmed by registered letter with acknowledgement of receipt

17.2 Statute of Limitations

All actions to which the contract concluded between the parties may give rise are time-barred within one year of the performance of the disputed service, and in the case of duties and taxes recovered a posteriori, from the date of notification of the adjustment.

18 | APPLICABLE LAW AND JURISDICTION CLAUSE

These terms and conditions are governed by Brazilian law. In the event of litigation or dispute, the Court of Santos/SP, in Brazil, shall have sole jurisdiction, even in the event of multiple defendants or third-party claims.

19 | FINAL CONSIDERATIONS

Declared nullity of any clause or agreed condition will not affect the validity of these General Terms, which will remain enforceable in all other terms and conditions. Any acceptance by the Service Provider of non-compliance or alternate compliance with any clause or condition in these GTC will be interpreted as mere indulgence, without implying waiver, novation, or forgiveness, and the full performance of the obligation may be required at any time.

Santos, SP, Brazil, September 10th 2025
SEAFRIGO DO BRASIL AGENCIAMENTO DE CARGAS LTDA