

GENERAL TERMS AND CONDITIONS OF SALE

1 | PURPOSE, SCOPE AND DEFINITIONS

The purpose of this text is to define the conditions under which the services of the SEAFRIGO (MAURITIUS) LTD and/or any Mauritius entities of the SEAFRIGO group (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, 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 customer/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 customer/principal, 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 customer/principal.

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

«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 shipment.

«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 customer, etc.) and packaged by the customer/principal 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 customer/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.

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

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 instruction 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 insured. 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 customer, 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 customer.

If such an order is given, the service provider acting on behalf of the customer/principal takes out insurance with an insurance company that is known to be solvent at the time coverage.

Acting as an agent, the service provider can under no circumstances be considered as 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 customer/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

Intermediaries and subcontractors chosen by the service provider are deemed to have been approved by the customer/principal.

Transport departure and arrival dates provided by the service provider are purely indicative.

The customer/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 customer/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.

5 | CUSTOMER'S OBLIGATION**5.1. General Obligations**

The customer warrants that he is either the owner or the authorised agent of the owner of the goods, and that he is authorized to accept and is accepting these conditions not only for himself but also as agent for and on behalf of the owner of the goods.

The customer warrants that he has reasonable knowledge of matters affecting the conduct of his business, including but not limited to the terms of sale and purchase of the goods and all other matters relating thereto.

The customer shall give to the Company sufficient and executable instructions.

The customer warrants that the description and particulars of the goods are complete, accurate and correct.

The customer warrants that it has complied with all laws and regulations relating to the nature, condition, packing, handling, storage and carriage of the goods. The customer warrants that all the Laws and regulations governing the entrance of the Goods in the Republic of Mauritius have been fulfilled and in particular that the details of the Goods are properly labeled in either English or French without any need to process to particular additions to the details thereof upon the said Goods by the Customer or his agent after the arrival of the Goods in Mauritius and that the said details are inscribed on the Goods according to the Laws.

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.

5.3. Loading and stowage

When loading and stowage are the responsibility of the shipper/loader/customer, 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.

5.4. 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 the responsibility of the consignee or receiver to make regular and sufficient reservations, to confirm the said reservations in the legal or contractual form and timeframe, and in general to carry out all acts necessary for the preservation of recourse in the legal or contractual form and timeframe, failing which no recourse may be exercised against the service provider or its substitutes.

5.5. Reporting obligations

The customer/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 customer/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 customer/client undertakes to provide the service provider, on first request, with any additional documented information.

5.6. Recipient's refusal or default

In the event of 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 customer/principal.

5.7. 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 customer/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 customer/principal.

The customer/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 on behalf of the customer/principal, in accordance with the provisions of the Customs Act 1988, with the principal being liable for the payment of any duty, excise duty and taxes.

6 | 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 MUR 350,000/- Without prejudice to any legal provisions to the contrary, in the case of international transport, no compensation will be due for delay.

7. LIABILITY AND INDEMNITY**7.1. General Liability**

The service provider shall not be liable for any loss or damage whatsoever arising from:

- the act or omission of the customer/principal or owner or any person acting on their behalf;
- compliance with the instructions given to the service provider by the customer/principal, owner or any other person entitled to give them;
- insufficiency of the preparation, packing, storage, labeling or marking of the goods except where such service has been provided by the service provider;
- handling, loading, stowage or unloading of the goods by the customer/principal or owner or any person acting on their behalf;
- inherent vice of the goods;
- riots, civil commotion, strikes, lockouts, stoppage or restraint of labour from whatever cause;
- any cause or event which the service provider could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

The service provider shall not in any circumstances whatsoever and howsoever arising, including without limitation any negligence on the part of the service provider, its servants and/or agents be liable for loss or damage however caused to property other than the goods themselves, indirect or consequential loss or damage, loss of profits, loss of market or the consequences of any delay or deviation.

7.2. 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 7-3 below.

7.3. Provider's personal liability**7.3.1 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 MUR 1,000/- per kilogram of loss or damaged goods, without exceeding a sum greater than the product of the gross weight of the shipment expressed in tons multiplied by MUR 200,000/-, up to a maximum of MUR 2,500,000/- 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.

7.3.2 Domestic road transport in Mauritius

The carrier's liability is determined by article 99 of the Mauritian Commercial Code.

In particular, the carrier is 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 statutory limitations set out in the legal standard contract applicable to the shipment in question.

7.3.3. International road haulage

The Parties expressly agree to be submitted to the CMR Convention.

The carrier's liability shall be determined in accordance with Article 17 of the CMR Convention which provides that the carrier shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery.

In particular, the carrier is not liable for loss or damage due to one of the general grounds for exoneration provided for in article 1752 of the CMR Convention, or to one of the special risks provided for in article 1754 of this text.

The general grounds for exoneration provided for in article 1752 do not constitute force majeure, and proof of their unforeseeable nature need not be provided by the carrier.

Liability for loss or damage will be limited in accordance with the limitations set out in Article 23 of the CMR Convention.

7.3.4. For all transports

The carrier 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 carrier notably if he can prove fault on the part of the shipper or an inherent defect in the goods transported.

The carrier 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.

7.3.5. Storage

The storage provider's liability is governed by articles 1927 to 1932 of the Mauritian 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 MUR 1,000/- per kilogram 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 the product of the gross weight of the goods expressed in tonnes multiplied by MUR 200,000/- with a maximum of MUR 2,500,000/- per event.

7.3.6. Customs operations

The service provider's liability for any customs or indirect tax operation carried out by itself or its subcontractors may not exceed MUR 150,000/- per customs declaration, up to a maximum

of 1,250,000/- per year of adjustment and, in any event MUR 2,500,000/- per adjustment notification.

7.3.7. 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 MUR 2,500,000/- per event.

7.4. 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.

7.5. Declaration of value or insurance order

Where the value of the goods covered by the contract exceeds the above liability limits, the customer 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.

7.6. 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.

8 | SPECIAL TRANSPORTS

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

9 | 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, subject to to the limitations of the mode of payment under the legislation in force in the Republic of Mauritius and in particular the provisions of the Financial Intelligence and Anti-Money Laundering Act 2002 and any regulations made hereunder all sums immediately when due without deduction or deferment on account of any claim, counterclaims or set-off and the Customer agrees to waive the right of set-off, if any, against the service provider.

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 an invoice by the due date shall render all other outstanding debts owed by the contractor to the customer immediately due and payable. Furthermore, the service provider reserves the right to suspend any new service until full payment has been received.

Penalties are applied in the event of payment being made after the due date shown on the invoice. These penalties are equivalent to the key rate applied by the European Central Bank of Mauritius, plus ten percentage points.

An additional indemnity may be claimed, with supporting evidence, for collection costs incurred.

10 | LIEN AND RIGHT OF RETENTION

Regardless of the capacity in which the service provider acts, the Customer/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.

11 | FORECLOSURE AND STATUTE OF LIMITATIONS**11.1. Foreclosure**

Any reservations concerning damage, loss or any other shortcoming must be sent within 3 days of the end of the service provided by the service provider. If no reservation is made within this period, the goods will be presumed to have been delivered in good condition.

Without prejudice to article 99 of the Mauritian Commercial Code, in any event, any reservation against the service provider must be made within one month of the end of the service provided by the latter, on pain of forfeiture.

In the event that damage, loss or any other shortcoming is discovered after the expiry of this one-month period, the claim must be sent to the service provider within two weeks of 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, fax, e-mail, etc.), and must be immediately confirmed by registered letter with acknowledgement of receipt.

11.2. Prescription

Pursuant to Article 103 of the Mauritian Commercial Code, 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.

12 | Miscellaneous

Any notice served by registered post in relation to or in connection with the Agreement or the Services hereunder shall be conclusively deemed to have been received and shall be deemed received by the recipient on the date shown on the acknowledgement of receipt. Any notice sent by email transmission by the customer to the service provider shall be conclusively deemed to have been received by the recipient one business day after the date it was sent, provided a receipt has been acknowledged by the sender. This clause shall be without prejudice to any other agreement or arrangement between the service provider and the customer relating to communications by electronic means.

The waiver by the service provider of a breach or default of any of the provisions set out in these conditions shall not be construed as a waiver of any succeeding breach of the same or other provisions herein nor shall any delay or omission on the part of the service provider to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the customer.

The rights and remedies conferred on the service provider under these conditions shall be cumulative and shall be in addition to and without prejudice to any rights or remedies otherwise available (whether at law or in equity) to the service provider.

13 | Applicable law and jurisdiction clause

These terms and conditions shall be construed and governed in accordance with the laws of the Republic of Mauritius. In the event of any dispute or claim arising out of or in connection with the present terms and conditions, the Parties shall first seek an amicable settlement within a period of fourteen (14) days, failing which the dispute or claim shall be submitted to the jurisdiction of the Courts of the Republic of Mauritius.