

FREIGHT FORWARDING STANDARD TERMS AND CONDITIONS

THE CUSTOMER'S ATTENTION IS DRAWN TO THOSE CLAUSES BELOW WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY AND THOSE WHICH REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY IN CERTAIN CIRCUMSTANCES, PARTICULARLY CLAUSES 5, 6 and 7

1. DEFINITIONS

The following definitions apply to the terms and conditions set out below that govern the contract of carriage and other transport and logistics related services between you and us.

"Company" means **Alligator Shipping Co. LLC** employees, agents and independent contractors.

"Customer" means any Person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services.

"General Average" means any sacrifice or expenditure that is intentionally and reasonably made or incurred for the purpose of preserving from peril the property involved in a common maritime adventure and such sacrifice and/or expenditure shall be adjusted, stated, and settled according to York/Antwerp Rules 1974, as amended, in accordance with the laws of the United Arab Emirates.

"Owner" means the Owner of the goods, including any packaging, containers or equipment, to which any business concluded under these terms and conditions relates and the consignee or any other Person who is or may become interested in or in possession or entitled to possession of them.

"Person" includes persons or any body or bodies corporate.

"Taxes" means any taxes, fees, levies, duties, charges, imposts or withholdings of whatever nature.

"Tax Authority" means any government, state or municipality or any governmental, state, social or other fiscal, revenue, customs or excise authority, body or official or other authority competent to impose, assess or collect any liability relating to Taxes.

2. APPLICATION

- 2.1 The Company's operating hours are 8 am to 5 pm Monday to Friday. Any business that a Customer wishes the Company to engage in outside of these times must be agreed in writing with the Company beforehand and will be subject to additional charges.
- 2.2 All and any activities and services of the Company in the course of business, whether such activities and services are provided gratuitously or not, are undertaken subject to these terms and conditions.
- 2.3 Where any legislation compulsorily applies to any business undertaken by the Company, these terms and conditions shall be read as subject to such legislation insofar as it applies to such business.
- 2.4 Nothing in these terms and conditions shall be construed as:

- (a) a surrender or waiver by the Company of any of its rights or immunities at law or under these terms and conditions; or
 - (b) an increase of any of the Company's responsibilities or liabilities at law or under these terms and conditions.
- 2.5 To the extent that any compulsory legislation applies to business that the Company undertakes pursuant to these terms and conditions, the effect of such legislation on these terms and conditions shall extend no further than is necessary to give effect to the applicable legislative provision.
- 2.6 The Customer warrants that that Customer:
- (a) is the Owner or the authorised agent of the Owner; and/or
 - (b) has authority to accept these terms and conditions not only for the Owner but also as agent for and on behalf of the Owner.
- 2.7 In authorizing the Customer to enter into any contract with the Company and/or in accepting any document issued by the Company in connection with such Contract, the Owner irrevocably accepts these terms and conditions to be binding on the Customer and on their agents and on any parties on whose behalf the Customer and/or its agents may act.
- 2.8 Without prejudice to the generality of this Clause 2.6, the Customer and/or its agents accept that the Company shall have the right to enforce against them jointly and severally any liability of the Customer under these terms and conditions or to recover from them any sums to be paid to the Company by the Customer which, upon written demand, have not been paid.

3. PERFORMANCE BY THE COMPANY

- 3.1 The Company shall be entitled to procure any or all of its services as agent or to provide these services as a principal.
- 3.2 The offer and acceptance of an inclusive price for performing any service or services shall not itself determine whether any such service is or services are to be undertaken by the Company acting as agent or are to be performed by the Company acting as a contracting principal.
- 3.3 When acting as an agent the Company does not make or purport to make any contract with the Customer for the carriage, storage, packing or handling of any goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.
- 3.4 The Company shall on written demand by the Customer provide evidence of any contract entered into as agent for the Customer. Insofar as the Company may be in default of this obligation, it shall be deemed to have contracted with the Customer as a principal for the performance of the Customer's instructions.
- 3.5 To the extent that the Company contracts as principal for the performance of any of its services, the Company undertakes to perform of those services and/or to procure the performance of those services in its own name.

- 3.6 Subject always to the terms and conditions of this agreement, the Company accepts liability for loss of, or damage to, goods taken into its charge which is to be understood to mean the time between when the Company takes the goods into its control or possession and the time when the Company is entitled to call upon the Customer or Owner to take delivery of the goods.
- 3.7 To the extent that the Company in accordance with these terms and conditions is acting as an agent on behalf of the Customer, the Company is acting in a customary manner. The Company shall be entitled and the Customer hereby expressly authorises that the Company shall be so entitled to enter into contracts on behalf of the Customer and the Owner:
- (a) for the carriage of goods by any route or means or by any Person;
 - (b) for the storage, packing, trans-shipment, loading, unloading or handling of the goods by any Person at any place and for any length of time;
 - (c) for the carriage or storage of goods in or on transport units as defined in Clause 4.1(c). and with other goods of whatever nature; and
 - (d) to do such acts as may in the opinion of the Company be reasonably necessary in the performance of its obligations in the interests of the Customer and of the Owner.
- 3.8 The Company reserves to itself a reasonable discretion as to the means, route and procedure to be followed in the handling, storage and transportation of goods. In any case where no particular route is agreed between the Company and the Customer, the Customer agrees that the agreed route is that which the Company reserves to itself a reasonable discretion to follow.
- 3.9 The Company is permitted to perform any of its obligations imposed by these terms and conditions by itself or by a sub-contractor. For the purpose of allowing any such sub-contractor to take the benefit of these terms and conditions, the Company acts as agent and trustee for such sub-contractor in entering into a contract governed by these terms and conditions with the Customer and Owner.
- 3.10 The Company shall have a general lien on all goods and documents relating to goods in its possession, custody or control for all sums due at any time from the Customer or from the Owner. The Company shall be entitled to retain such goods and documents against payment of the freight expenses and/or other such sums due to the Company for the transportation of the goods.
- 3.11 The Company shall be entitled to retain and to be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to freight forwarders.
- 3.12 If the delivery of the goods or any part thereof is not taken by the Customer or by the Owner at the time and place when and where the Company is entitled to call upon such Person to take delivery thereof, the Company shall be entitled to store the goods or any part of the goods at the sole risk of the Customer, whereupon the liability of the Company in respect of the goods or that part of the goods stored pursuant to this clause shall wholly cease and the cost of such storage, if paid for or payable by the Company or by any agent or sub-contractor of the Company, shall forthwith upon demand be payable by the Customer to the Company.



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- 3.13 The Company shall be entitled at the expense of the Customer to obtain an order by a competent UAE Court to dispose of perishable goods or non-delivered goods as referred to in Clause 3.12 above as the Court thinks fit.
- 3.14 Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on each consignment.
- 3.15 Where the Company agrees with the Customer to arrange insurance on behalf of the Customer, the Company acts solely as agent for the Customer and agrees only to use its best endeavors to arrange such insurance and to do so subject to the limits of liability contained in Clause 5.4.
- 3.16 Except under special arrangements previously made in writing or under the form of a printed document signed by the Company, any instructions relating to the delivery or release of goods in specified circumstances only, such as (but without prejudice to the generality of this Clause) against payment or against surrender of a particular document, are accepted by the Company only as agents for the Customer where third parties are engaged to effect compliance with the instructions.
- 3.17 The Company shall not be under any liability in respect of such arrangements as are referred to under Clause 3.16. hereof save where such arrangements are made in writing. In any event, the Company's liability in respect of the performance or arranging the performance of such instructions shall not exceed that provided for in these Conditions in respect of loss of or damage to goods.
- 3.18 Advice and information in whatever form it may be given is provided by the Company for the Customer only and the Customer shall indemnify the Company against any liability, claims, loss, damage, costs or expenses arising out of any other persons relying upon such advice or information. Except under special arrangements previously made in writing, advice and information which is not related to specific instructions accepted by the Company is provided gratuitously and without liability.
- 3.19 Except under special arrangements previously made in writing, the Company will not accept or deal with bullion, coin, precious stones, jewelry, valuables, antiques, pictures, human remains, livestock or plants. Should any Customer deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, the Company shall be under no liability whatsoever for or in connection with such goods howsoever arising.
- 3.20 The Company may at any time waive its rights and exemptions from liability under Clause 3.19 above in respect of any one or more of the categories of goods mentioned herein or any part of any category. If such waiver is not in writing, the onus of proving such waiver shall be on the Customer.
- 3.21 Except following instructions previously received in writing and accepted by the Company, the Company will not accept or deal with goods:
- (a) of a dangerous or damaging nature;
 - (b) likely to harbor or to encourage vermin or other pests;
 - (c) liable to taint or to affect other goods.
- 3.22 If such goods are accepted pursuant to a special arrangement with the Company and then in the opinion of the Company they constitute a risk to other goods, property, life or health, the Company

shall, where reasonably practicable, contact the Customer to take custody of the goods. In all cases, the Company reserves the right at the expense of the Customer to remove or otherwise deal with the goods.

3.23 Where there is a choice of rates according to the extent of degree of liability assumed by carriers, warehousemen or others, no declaration of value where optional will be made except under special arrangements previously made in writing.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer warrants that:

- (a) the description and particulars of any goods furnished by or on behalf of the Customer are full and accurate;
- (b) all goods have been properly and sufficiently prepared, packed, stowed, labeled and/or marked and that the preparation, packing, stowage, labeling and marking are appropriate to any operations or transactions affecting the goods and the characteristics of the goods;
- (c) where the Company receives the goods from the Customer already stowed in or on a container, trailer, tanker, or any other device specifically constructed for the carriage of goods by land, sea or air (each herein after individually referred to as the "**transport unit**"), the transport unit is in good condition, and is suitable for the carriage to the intended destination of the goods loaded therein or thereon.

4.2 Should the Customer otherwise than under special arrangements previously made in writing with the Company as set out in Clause 3.21 above deliver to the Company or cause the Company to deal with or handle goods of a dangerous or damaging nature or goods likely to harbour or encourage vermin or other pests or goods liable to taint or affect other goods, the Customer shall be liable for all loss or damage arising in connection with such goods and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith. In all cases, the goods may be dealt with in such a manner as the Company or any other Person in whose custody they may be at any relevant time shall think fit.

4.3 The Customer undertakes that no claim shall be made against any director, servant, or employee of the Company which imposes or attempts to impose upon them any liability in connection with any services which are the subject of these terms and conditions and if any such claim is made, the Customer undertakes to indemnify the Company against all consequences thereof.

4.4 The Customer shall hold harmless and keep the Company indemnified from and against:

- (a) all liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any Tax Authority or other lawful authority in relation to the goods) arising out of or in connection with the Company's action in accordance with the Customer's instructions or arising from any breach by the Customer of any warranty contained in these Conditions of from the negligence of the Customer; and
- (b) without derogation from Clause 4.4(a) above, any liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions the Company has reasonably become liable or may become liable to any other party;
- (c) all claims, costs and demands whatsoever and by whomsoever made in excess of the liability of the Company under the terms of these terms and conditions regardless of whether such claims,



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costs and demands arise from or in connection with the negligence or breach of duty of the Company its servants, sub-contractors or agents;

- (d) any claims of a General Average nature which may be made on the Company.
- 4.5 The Customer shall pay to the Company in cash or as otherwise agreed all sums immediately due and payable without reduction or deferment on account of any claim, counterclaim or set-off. In respect of all sums which are overdue, the Customer shall be liable to pay to the Company interest calculated at 2% above the Base Rate of the UAE Central bank then applying.
- 4.6 Notwithstanding any acceptance by the Company of instructions to collect freight, duties, charges or other expenses from the Owner or from any other Person, the Customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by the Owner or such other Person when due and payable.
- 4.7 Where liability for General Average arises in connection with the goods, the Customer shall promptly provide security to the Company or to any other party designated by the Company in a form acceptable to the Company.

5. LIABILITY AND LIMITATION

- 5.1 **The Company undertakes to perform its duties with a reasonable degree of care, diligence, skill and judgment.**
- 5.2 **The Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:**
- (a) **strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence;**
- (b) **any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence.**
- 5.3 **Except under special arrangements previously made in writing with the Company, the Company accepts no responsibility for departure or arrival dates of goods.**
- 5.4 **Subject to Clause 5.2(b) above and Clause 5.5(d) below, the Company's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed:**
- (a) **In the case of claims for loss or damage to goods:**
- (i) **the value of any goods lost or damaged; or**
- (ii) **a sum at the rate of AED 30 per kilo of gross weight of any goods lost or damaged, subject to a limit of AED 20,000 per package or unit, whichever is lesser;**
- (b) **In the case of all other claims:**
- (i) **the value of the goods the subject of the relevant transaction between the Company and its Customer; or**
- (ii) **a sum at the rate of AED 30 per kilo of the gross weight of the goods the subject of the said transaction, subject to a limit of AED 20,000 per package or unit, whichever is lesser.**

5.5 For the purpose of Clause 5.4:

- (a) the value of the goods shall be their value when they were or should have been shipped;**
- (b) subject to Clause 5.2(b) above and to Clause 5.5(d) below, the Company's liability for loss or damage as a result of failure to deliver or arrange delivery of goods in a reasonable time or (where there is a special arrangement under Clause 5.3) to adhere to agreed departure or arrival dates shall not in any circumstances whatsoever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant transaction;**
- (c) save in respect of such loss or damage as is referred to at Clause 5.5(b) above and subject to Sub-Clause 5.2(b) above and Clause 5.5(d) below, the Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as, but not limited to, loss of profits, loss of markets or market share or the consequences of delay or deviation however caused;**
- (d) by special arrangement agreed in writing, the Company may accept liability in excess of the limits set out in Clause 5.5(a) to (d) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.**

5.6 In all cases, the Customer agrees that the liability of the Company arising out of any single incident or series of incidents arising from a common cause shall not exceed AED 1 million.

5.7 The terms and conditions are without prejudice to the terms of any international convention which is applicable by law to any dispute which may arise in relation to the carriage of the goods.

5.8 If the Company acts as a principal in making an agreement for the carriage of goods by air, the following notice is hereby given:

- (a) If the carriage involves an ultimate destination to or a stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to cargo.**
- (b) Agreed stopping places are those places (other than the places of departure and destination) shown under a requested routing and/or those places shown in the carriers' timetables as scheduled stopping places for the route.**
- (c) The address of the first carrier is the airport of departure.**

5.9 Receipt by the Customer or Owner of visibly damaged goods without complaint shall invalidate any claim against the Company. Any claim against the Company arising from loss of or damage to the goods not visible at the time of receipt by the Customer or by the Owner must be made in accordance with the provisions of Article 317 of the UAE Code of Commercial Practice, Federal Law No. 18 of 1993.

6. TIME BAR AND CLAIM NOTIFICATION

6.1 Where the Customer removes or otherwise takes custody of the goods, such removal or taking custody of the goods shall be prima facie evidence of the delivery by the Company of the goods as described in the contract or shipping instruction unless:



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- (a) the Customer gives the Company written notice of loss or damage, including notice of the general nature of such loss or damage, before or at the time of removal or taking custody of the goods; and/or
 - (b) the loss or damage is discovered and reported to the Company within seven days of the date on which the Customer removed and/or took custody of the goods.
- 6.2 **In any event, the Company shall be discharged from all liability whatsoever in respect of the goods unless suit is brought within the time periods mentioned in the applicable international convention or the relevant national regulation, as the case may be, and in all other cases nine months after their delivery or the date when the goods should have been delivered.**

7. LAW, JURISDICTION AND CONCILIATION

- 7.1 These Conditions and any act or contract to which they apply shall be governed by UAE law and any dispute arising out of any act or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of the Dubai courts.
- 7.2 In the event of any such dispute, the parties may instead agree to apply to the Dubai Chamber of Commerce for the dispute to be referred to conciliation in accordance with the Rules of Commercial Conciliation and Arbitration of the Dubai Chamber of Commerce & Industry of 22nd February 1994 or any amendment or revision thereof for the time being in force.