

## **Terms and Conditions Sea Logistics FCL Pledge**

Welcome to the myKN quote and book Sea Logistics FCL Pledge Conditions.

These GTC are explicitly accepted by Customer and form an integral part of the contract concluded between Customer and Kuehne + Nagel and any and all Services are strictly subject to these GTC. To the extent not otherwise regulated in these GTC any Customer or third party terms and conditions are explicitly rejected.

The GTC are supplemented by the [Privacy Policy](#). In the event of an inconsistency between the Privacy Policy and the GTC the latter do prevail.

The myKN quote and book Sea Logistics FCL Pledge is a business-to-business approach. This platform is not valid for use by private individuals and Kuehne + Nagel does already reject in advance any offers that may be made by individuals not acting explicitly on behalf and in the name of a registered company.

### **CONCLUSION OF CONTRACT**

#### **Electronic Communication**

- 1.1 Customer and Kuehne + Nagel communicate with each other electronically and acknowledge and agree that electronic communication is a proper means for concluding contracts and agree not to contest the validity of contracts on the basis (1) that they were concluded by electronic communication, (2) that the original records are in electronic form, or (3) that no signature(s) evidences such contracts.

#### **Offer and Acceptance**

- 2.1 Pricing and booking information obtainable via the myKN quote and book Sea Logistics FCL Pledge does not constitute binding offers on the part of Kuehne + Nagel.
- 2.2 Quotes are the result of ad-hoc calculations based on the Services requested by Customer in accordance with the Shipment information provided by Customer. The pricing shown on a quote is related to the particularly requested service package and is valid for the period outlined in clause 4.8 below or as otherwise stated by Kuehne + Nagel during the quoting process. A quote created by Kuehne + Nagel via the myKN quote and book Sea Logistics FCL Pledge cannot include confirmation of details such as but not limited to a particular traffic routing and the use of particular Subcontractors and/or agents.
- 2.3 The Shipment information provided by Customer during the quotation and booking process equally has no legally binding effect, until Customer clicks the "Confirm booking" button for a particular Shipment. Clicking the "Confirm booking" button will complete Customer's order and will constitute a legally binding offer. For the avoidance of doubt, such legally binding offer represents the Customer's acceptance of these GTC and the rate(s), fee(s) and charge(s) quoted by Kuehne + Nagel for the requested shipment.
- 2.4 Kuehne + Nagel will send an automated response per email confirming receipt of the offer. Such automated response is not an acceptance of the offer.
- 2.5 Within due course after the automated response Kuehne + Nagel will send via email an acceptance or rejection of the offer. An acceptance of the offer will lead to a legally binding contract between Customer and Kuehne + Nagel. In the absence of a written email acceptance, a legally binding contract still comes into existence if (a) Kuehne + Nagel commences the performance, and (b) an email acceptance by Kuehne + Nagel cannot to be expected according to customary practice.

#### **Contracting Parties and Underlying Terms and Conditions**

- 3.1 The contract is being concluded between Customer on the one part and Kuehne + Nagel on the other part. The relevant operating Kuehne + Nagel entity is the solely responsible entity towards Customer and is conducting its services for the customer on the basis of these GTC.
- 3.2 By accepting a Bill of Lading or sea waybill issued by Kuehne + Nagel as agent of Carrier Customer confirms and agrees that Kuehne + Nagel acts as the Carrier's agent only. To the extent not otherwise regulated in these GTC, the Bill of Lading, Sea Waybill or Rail Waybill terms and conditions of Blue Anchor Line or Blue Anchor America Line respectively and as applicable under [www.blueanchorline.com](http://www.blueanchorline.com) or [www.blueanchoramericalline.com](http://www.blueanchoramericalline.com) shall apply. The Customer confirms that in this case it has no claim against Kuehne + Nagel as Carrier's agent for any claims arising out of such carriage.

For the avoidance of doubt the members of the Kuehne + Nagel Group cannot be held jointly and severally liable.

- 3.3 To the extent permitted by mandatory law certain rights relating to the Shipment can also be called upon by the person entitled to receipt of the Shipment.

## Scope Of Application and Commercial Conditions

- 4.1 Quoted FCL rates apply to standard containers and dry cargo. The rates do not apply for container with dangerous, hazardous and contaminated goods, perishables, temperature-controlled, military or defense products, oversized, over-length, out-of-gauge cargo, or any other special cargo, such as, but not limited to, cash, jewelry, antiques, art or fine art products, paintings and vehicles, unless explicitly mentioned in the offer and explicitly accepted by Kuehne + Nagel.
- 4.2 Shipments from and to countries, which are subject to - if applicable - trade control and embargo requirements of the United Nations, European Union, United States of America and United Kingdom as well as inland transit transports for countries of Africa, except for South Africa, Kenya, Egypt, Tunisia, Morocco, Algeria, Tanzania, Ghana, Angola, Namibia, are excluded from the application of these GTC, unless explicitly mentioned in the offer and explicitly accepted by Kuehne + Nagel.
- 4.3 Quoted FCL rates base on the particulars provided by Customer and the quotation states the guaranteed lead-time. In case of exceeding the lead-time, but subject to clause 5 of this GTC, Kuehne + Nagel will refund to the Customer the freight charges paid.
- 4.4 Unless otherwise agreed, any fee or charge, whether new or existing, with regards to the Services and imposed or increased at any time by any government agency, underlying carrier, or other third party will be passed on in full to the Customer, including duties and taxes (if any). This may also include, among others, customs related fees billed as a percentage of the CIF value and Ad Valorem charges, and any government-imposed warehousing or storage fees.  
  
Kuehne + Nagel's quotation does also not include special charges such as but not limited to, inspection charges at origin and destination, additional security procedures, duties and taxes. Any such fees will be charged extra.
- 4.5 Unless otherwise agreed, the FCL rates quoted by Kuehne + Nagel are subject to industry standard demurrage and detention tariffs and will be charged as per these tariffs. All hazardous cargo is subject to underlying carrier approval. The choice of underlying carriers is entirely at Kuehne + Nagel's, Blue Anchor Line's and/or Blue Anchor America Line's discretion.
- 4.6 Any transit and lead-time shown in the quotation is binding. This excludes, without limitation, waiting times for customs inspections, customs clearances or other interferences by public authorities and governments and acts or omissions of the Shipper or owner of the goods, their agents or representatives, consignee, customs broker and other third parties. The lead-time starts when Kuehne + Nagel takes possession of the container. For door moves, the lead-time starts at the time of pick up from customer's selected premises and for container yard moves, from the time the container was delivered back to the container yard or the respective ramp. The lead-time stops when Kuehne + Nagel hands over the possession of the container to the consignee, its agent, representative or other nominated third parties. For door- to-door moves, the lead-time ends at the time of delivery at the customer's selected premises and for container yard moves, it ends from the time of container availability at the container yard.
- 4.7 Kuehne + Nagel shall be under no obligation to take back any packaging material. If Kuehne + Nagel does take back such material, all relevant local rules and regulations do apply and occurring fees and expenses are separately charged to the Customer.
- 4.8 FCL rates quoted by Kuehne + Nagel expire 96 hours from the time of quotation and, in case of acceptance according to clause 2.5 within this period, must be shipped within 14 days after the time of expiration. Without prejudice to any other rights Kuehne + Nagel has according to these GTC or Kuehne + Nagel may have according to law, Kuehne + Nagel reserves the right to make necessary corrections in the event of any change of the Shipment information provided.
- 4.9 Affecting shipments into Australia: Fumigation fees according to local regulations apply. Such fees must be considered from all target risk countries and are additional to all myKN quote and book Sea Logistics FCL Pledge quotations. A list of target countries has been defined by the Australian government and is available on [agriculture.gov.au](http://agriculture.gov.au). Please contact your local Kuehne + Nagel branch office for detailed information and prices.
- 4.10 Import shipments to New Zealand: Fumigation fees according to local regulations apply. These fees apply to shipments from or via all target risk origin countries and are additional to all myKN Quote & Book quotations. A list of current target countries has been defined by the New Zealand Government and is available on <https://www.mpi.govt.nz/> Please contact your local Kuehne + Nagel branch office for detailed information and pricing.
- 4.11 Import shipments to New Zealand: Fumigation fees according to local regulations apply. These fees apply to shipments from or via all target risk origin countries and are additional to all myKN Quote & Book quotations. A list of current target countries has been defined by the New Zealand Government and is available on <https://www.mpi.govt.nz/> Please contact your local Kuehne + Nagel branch office for detailed information and pricing.
- 4.12 For FCL rates quoted to and from door locations in Brazil, following additional fees applies on top of the quoted rate in the offer: Ad-valorem of 0,15% over cargo value, Risk management (GRIS) of 0,05% over cargo value & Road toll fee as per outlay. Only general cargo with no additional need for licenses will be accepted for door pick and deliveries in Brazil.

## **TRANSPORTATION AND HINDRANCE**

- 5.1 Kuehne + Nagel shall carry out its Services with skill and care and in accordance with Customer's instructions as agreed. If Customer's instructions, required documentation or information are inaccurate, incomplete, incorrect or not according to contract, Kuehne + Nagel may at Customer's risk and expense act as it reasonably deems fit and Customer shall indemnify and hold Kuehne + Nagel harmless from any related claims, costs, liabilities and expenses.
- 5.2 Kuehne + Nagel reserves the right to refuse any Shipment or Services at any time and at its absolute discretion and accepts no liability whatsoever in any such case.
- 5.3 If it becomes evident, after the goods have been taken over, that the carriage of the goods or their delivery cannot be performed in accordance with the contract, Kuehne + Nagel shall ask for instructions from person who has the right of disposal in relation to the goods. If instructions have been issued to Kuehne + Nagel and the obstacles is not in the sphere of risk of Kuehne + Nagel, Kuehne + Nagel is entitled to ask for reimbursement of the costs and expenses incurred by Kuehne + Nagel as a result of having carry out the instruction and also ask for reasonable remuneration.
- 5.4 The burden of proof shall be on the person claiming the benefit of this exemption to show that neither the actual or privity of the Shipper nor the fault or neglect of its agents or servants contributed to the loss or damage.

## **CUSTOMER'S UNDERTAKING**

- 6.1. It is a condition of the contract, and Customer warrants and undertakes, that:
  - 6.1.1 It is either the owner of the Shipment or is authorized by the owner to accept these GTC on the owner's behalf.
  - 6.1.2 The Shipment shall be presented to Kuehne + Nagel (and/or anyone else dealing with them) securely and properly packed in compliance with any applicable statutory regulations, recognized standards and best practice and are and will remain in a condition to be safely handled, stored and/or carried and so as not to cause injury, damage, contamination or deterioration (or the possibility of them) to any person, premises, equipment or to any other items in a way.
  - 6.1.3 Before Kuehne + Nagel assumes any responsibility for or by reference to the Shipment, the Customer will inform Kuehne + Nagel in writing of any relevant matters, including any special precautions necessitated by the nature, weight or condition of the Shipment and any statutory or other duties specific to the Shipment with which Kuehne + Nagel or others may need to comply; and will promptly after invoicing pay Kuehne + Nagel's reasonable extra charge for complying.
  - 6.1.4 Except to the extent previously notified in detail to, and accepted by Kuehne + Nagel in writing none of the Shipments: are oversized, tires, weapons, live animals, chemicals, dangerous, hazardous or contaminated; may cause pollution of the environment or harm to human health if they escape from their packaging; require temperature controls or special security measures; require any official consent or license to handle, possess, deal with or carry; will at any time whilst in the care or control of Kuehne + Nagel constitute Waste.
  - 6.1.5 None of the Shipments are considered illegal under any applicable laws and regulations.
  - 6.1.6 It will comply with any reasonable regulations of Kuehne + Nagel relating to handling, carriage, storage or forwarding of Shipments (and ancillary matters) which are notified in writing from time to time.
  - 6.1.7 Information given by Customer or on its behalf shall be correct and complete, including but not limited with regards to weight and dimension of the Shipment.
- 6.2 The Customer shall indemnify and hold Kuehne + Nagel harmless against any loss or damage it suffers as a result of any breach of the Customer's undertakings and will pay all costs and expenses (including professional fees) incurred in, and Kuehne + Nagel's reasonable charges for, dealing with the breach and its consequences. If Kuehne + Nagel suspects a breach of clause 6.1, it may refuse to accept the Shipment, demand its immediate removal, or itself arrange its removal upon notice, at the Customer's expense.

## **LIABILITY AS FREIGHT FORWARDER**

### **Basis of Liability**

- 7.1 Kuehne + Nagel is liable if it fails to exercise due diligence and to take reasonable measures in the performance of the Services. In such case Kuehne + Nagel shall, subject to limitations and exclusions of liability set out in these GTC, pay compensation to Customer for loss of or damage to the Shipment as well as for direct financial loss resulting from breach of its duty of care.

### **No Liability for Third Parties**

- 7.2 To the extent not otherwise regulated in these GTC, Kuehne + Nagel is not liable for acts and omissions by third parties, such as, but not limited to, carriers, warehousemen, stevedores, port authorities and other freight forwarders, unless Kuehne + Nagel has failed to exercise due diligence in selecting, instructing, or supervising such third parties.

#### **Liability as Carrier**

- 7.3 Notwithstanding the aforementioned, Kuehne + Nagel is subject to liability as principal only when Kuehne + Nagel performs the carriage itself by its own means of transport (performing carrier), or by issuing its own transport document or otherwise, Kuehne + Nagel has made an express undertaking to assume carrier liability (contracting carrier). In such case Kuehne + Nagel is conducting its services subject to liability and other provisions contained in applicable International Conventions or statutes and in these GTC. In case of inconsistencies between the Conventions or statutes and these GTC the latter shall prevail to the extent permitted by mandatory laws and regulations.

#### **Liability for other Services**

- 7.4 With respect to Services other than carriage of Shipments such as, but not limited to, storage, handling, packing or distribution of Shipments, as well as ancillary services in connection therewith, Kuehne + Nagel shall be liable as principal (1) when such services have been performed by itself using its own facilities or employees, or (2) if it has made an express or implied undertaking to assume liability as principal.
- 7.5 Kuehne + Nagel as principal shall, subject to the limitations and exclusion of liability set out in these GTC, be responsible for the acts and omissions of third parties it has engaged for the performance of the contract of carriage or other services in the same manner as if such acts and omissions were its own and his rights and duties shall be subject to the provisions of the law applicable to the mode of transport or service concerned, as well as the additional conditions expressly agreed or, failing express agreement, by the usual conditions for such mode of transport or services.

#### **Limitation of Liability for Loss and Damage**

- 7.6 In no event shall Kuehne + Nagel be or become liable for any loss and damage to the Shipment in an amount exceeding USD 100.000 per container and USD 900.000 per Bill of Lading or Sea Waybill. If the Shipment has not been delivered within ninety consecutive days after the date when the Shipment ought to have been delivered, the claimant may, in the absence of evidence to the contrary, treat the Shipment as lost. The basis of evaluation for any claims related to the physical loss of or damage to the goods is the goods manufacture/replacement value at origin (and not, for example, the sale value at destination). For inter company shipments the basis of evaluation are the production cost at origin.

#### **Other Type of Loss**

- 7.7 Kuehne + Nagel's liability for any type of loss not already mentioned above shall not exceed the total amount of USD 100.000 per container and USD 900.000 per Bill of Lading or Sea Waybill.

#### **Exclusions of Liability**

- 7.8 Kuehne + Nagel shall in no event be liable for:
- 7.8.1 valuables or dangerous goods, unless declared to Kuehne + Nagel at the time of the conclusion of the contract,
  - 7.8.2 any exclusions mentioned in the Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause
  - 7.8.3 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive,
  - 7.8.4 any exclusions mentioned in the Institute Cyber Attack Exclusion Clause, or
  - 7.8.5 any rust, oxidation, scratching, denting or discoloration in case of used, not packed or unprotected items,
  - 7.8.6 saving or attempting to save life or property at sea,
  - 7.8.7 wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods,
  - 7.8.8 insufficiency of packing,
  - 7.8.9 insufficiency or inadequacy of marks,
  - 7.8.10 latent defects not discoverable by due diligence,
  - 7.8.11 act or omission of the Shipper or owner of the goods, his agent or representative,

7.8.12 quarantine restrictions

7.8.13 indirect, consequential or financial loss such as, but not limited to, loss of profit and loss of market.

7.8.14 shipments from and to countries, which are subject to - if applicable - trade control and embargo requirements of the United Nations, European Union, United States of America and United Kingdom.

7.8.15 inland transit for countries of Africa, except for South Africa, Kenya, Egypt, Tunisia, Morocco, Algeria, Tanzania, Ghana, Angola, Namibia,

7.9 Save as otherwise agreed in writing, such as lead times, Kuehne + Nagel shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay howsoever caused.

#### **General Limitation of Liability**

7.10 Notwithstanding the above and irrespective of the legal ground, Kuehne + Nagel's liability shall under no circumstances exceed an amount of USD 900.000 per damage event. For avoidance of doubt, the monetary liability limitations mentioned in clause 7.6, 7.7 and 7.8 above shall be deemed accumulative.

#### **Notice and Time Bar**

7.11 Unless notice of loss of or damage to the Shipment, specifying the general nature of such loss or damage, is given in writing to Kuehne + Nagel by Customer or the person entitled to receive the Shipment when the Shipment is handed over to Customer or such other person, such handing over is prima facie evidence of the delivery of the Shipment in good order and condition. Where such loss or damage is not apparent, the same prima facie effect shall apply if notice 'in writing' is not given within six (6) consecutive days after the day when the Shipment was handed over to the person entitled to receive it.

7.12 With respect to all other loss or damage, any claim by Customer against Kuehne + Nagel arising in respect of any Service shall be made in writing and notified to Kuehne + Nagel within fourteen (14) days of the date upon which Customer became or should have become aware of any event or occurrence alleged to give rise to such claim. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where Customer can show that it was impossible to comply with this time limit and that Customer has made the claim as soon as it was reasonably possible for him to do so.

7.13 Kuehne + Nagel shall be discharged of all liability under the contract unless suit is brought within nine (9) months after the delivery of the Shipment, or the date when the Shipment should have been delivered, or the date when failure to deliver the Shipment would give Customer or the person entitled to receive the Shipment the right to treat the Shipment as lost. With respect to other loss than loss of or damage to the Shipment the nine (9) months period shall be counted from the point in time when the failure of Kuehne + Nagel giving right to the claim occurred.

#### **Insurance**

8.1 All insurances effected by Kuehne + Nagel are subject to the above mentioned commitments and liabilities, usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. However, a full value and complete all risk cargo insurance cover can be declared to Kuehne + Nagel. Unless so otherwise instructed in writing and reimbursed for by the Customer, Kuehne + Nagel does not insure the Shipment and the Customer shall self-insure or make arrangements to cover the Shipment against all insurable risks to their full insurable value (including all duties and taxes) with any right for the insurer to bring a subrogated claim against Kuehne + Nagel being excluded.

#### **LIABILITY FOR DIGITAL SERVICES**

9.1. Kuehne + Nagel shall not be liable for damages, including from viruses, malware, Trojan horses, time bombs, worms or any other harmful software that may affect, any equipment, hardware, mobile device, software, data or other property as a result of Customer's download, installation, access to or use of Digital Services. Kuehne + Nagel will further not be liable for the actions of third parties.

9.2. The total liability of Kuehne + Nagel towards the Customer, howsoever arising out of or in connection with Digital Services (including in relation to negligence) shall, in aggregate, in respect of any claim, or series of connected claims arising out of the same cause in any calendar year, not exceed USD 10,000 (United States Dollars Ten Thousand).

9.3 The Customer shall ensure that no claims for more than the aggregate limit of liability set out in liability clause are brought against Kuehne + Nagel.

9.4 Customer shall indemnify and hold harmless Kuehne + Nagel against any claims, losses, actions, proceedings, damage or other liabilities whatsoever (including damages or compensation paid by them to compromise or settle a claim), and all legal costs or

other expenses, suffered by Kuehne + Nagel arising out of any actual or potential breach by the Customer of any duties or obligations (including negligence) owed by the Customer relating to Digital Services.

- 9.5 Nothing in liability section shall exclude or limit liability for death or personal injury resulting from gross negligence or for fraud on the part of Kuehne + Nagel.
- 9.6 Except as set out in these GTC, Kuehne + Nagel shall have no liability whatsoever in respect of credentials, Digital Services howsoever arising (including, without limitation, under any implied warranty, condition or term). Furthermore, Kuehne + Nagel will not be liable for the accuracy of any data made available by the Digital Services or the Customer's use of the data made available.

#### **PAYMENT AND LIEN**

- 10.1 Customer agrees to pay the relevant charges, which include the price in accordance with the quote chosen by Customer plus any additional charges or fees that may arise, inter alia, in the form of customs duties and taxes.
- 10.2 Kuehne + Nagel's charges are subject to VAT. The prices offered via the myKN quote and book Sea Logistics FCL Pledge will be charged in local currency, unless Trading Currency applies. Any Trading Currency may be exchanged into local currency at the day of invoicing by Kuehne + Nagel. For purposes of determining the Trading Currency equivalent of any local currency, the exchange rate shall be the rate at which such Trading Currency may be exchanged into the local currency as set forth at 11:00 a.m. (London time) on such day on the Reuters World Currency Page for such Trading Currency, or by reference to the exchange rate published in the Wall Street Journal on such day.
- 10.3 Unless otherwise provided for in (1) applicable laws and regulations, or (2) in a separate written agreement between the parties covering one and the same Shipment as the contract agreed via myKN quote and book Sea Logistics FCL Pledge and if the parties have agreed that any such separate agreement shall prevail, the charges shall be paid free of any deduction, set-off or counterclaim of any kind in advance of any service provision. In case Kuehne + Nagel starts execution of services without a duly execution of pre-payment Kuehne + Nagel retains the right to withhold the release of the Goods until receipt of the payment. Invoices for governmental charges such as tax and duty outlays are due immediately upon presentation of appropriate documentation by Kuehne + Nagel and are subject to outlay fees. To the extent not otherwise agreed between the parties payment for services or charges not considered in the pre-payment invoice shall be due 7 days after the invoice date.
- 10.4 Interest shall be paid on money overdue to Kuehne + Nagel based on the country's prevailing interest rate where the executing Kuehne + Nagel Affiliate has its principal place of business.
- 10.5 Kuehne + Nagel shall, to the extent permitted by applicable law, have a general lien on the goods shipped and any documents relating thereto for any amount due at any time to Kuehne + Nagel from Customer including storage fees and the cost of recovering same, and Kuehne + Nagel may enforce such lien in any reasonable manner including the sale of the Goods shipped in Customer's name, subject always to mandatory local law.

#### **INTELLECTUAL PROPERTY RIGHTS**

- 11.1 Ownership of all copyrights, database rights, patents, trade or service marks, product names or design rights (whether (partly) registered or unregistered), trade secrets and confidential information and any similar rights existing in any territory now or in future including but not limited to any derivative works ("Intellectual Property Rights") and similar rights and interests in all domain names, trademarks, logos, appearing in Sea Logistics FCL Book Sea platform and all content relating to the Sea Logistics FCL Book Sea platform offered by Kuehne + Nagel via this platform vests in Kuehne + Nagel or its licensors.
- 11.2 Customer shall procure the waiver of any moral rights in any User Materials. The Customer irrevocably grants a perpetual, fully paid, irrevocable and worldwide license for Kuehne + Nagel and its licensees to use any User Materials for all business purposes, including without limitation copying, amending, incorporating in other materials, publishing, sub-licensing, reselling, creating derivative works or otherwise and provide such to third parties (and permitting such third parties to use and sublicense the User Materials) anywhere in the world. Customer agrees to take any steps (including completing any further document) that may be required in any jurisdiction to give effect to this clause.
- 11.3 Kuehne + Nagel does not warrant or represent that the Customer's use of the Sea Logistics FCL Book Pledge platform or its content will not infringe rights of third parties.



## **TRADE CONTROL**

- 12.1 Customer warrants that (a) Customer and its owners as well as all parties to Customer's shipments and transactions, including their respective owners, and (b) Customer's transactions for which Kuehne + Nagel provides the services, are not subject to any applicable US, EU or national customs, import, export, trade control or sanctions laws and regulations that would prohibit such services.
- 12.2 Customer shall supply Kuehne + Nagel, in writing, with all documents and information including, but not limited to, Customer Data necessary for Kuehne + Nagel to provide the services in accordance with applicable laws and regulations.
- 12.3 Customer warrants that the Customer Data is complete and accurate. Customer shall immediately advise KN of any errors, discrepancies, incorrect statements or omissions in Customer Data filed by Kuehne + Nagel on Customer's behalf with Customs and other authorities or third parties.
- 12.4 Customer acknowledges that Kuehne + Nagel is not the Exporter of Record, Importer of Record, Fiscal Representative, Ultimate Consignee or End-User and that Kuehne + Nagel is unable to sign government forms on behalf of such parties.
- 12.5 Customer shall indemnify and hold harmless Kuehne + Nagel and all its affiliates from all claims, expenses, losses, penalties and damages, including reasonable attorneys' fees, arising from or in connection with Customer's failure to comply with obligations in this clause.

## **COMPLIANCE**

- 13.1 Each Party hereby undertakes that it is and shall remain during the term of this agreement in compliance with all applicable laws, regulations and codes, including but not limited to all anti-bribery laws and regulations. In connection with any aspects of this offer or any other transaction involving both parties, either Party has not and will not, directly or indirectly in connection with the performance of services under this agreement or otherwise on behalf of the other Party, engage in any prohibited conduct. Prohibited conduct includes to promise, offer or grant to a person any undue advantage or to request or accept any undue benefit or advantage to improperly influence actions.
- 13.2 The Parties agree that, at all times in connection with and throughout the course of the Contract and thereafter, they will comply with all applicable anti-bribery laws. Parties will prohibit "Corruption" or "Corrupt Practice(s)" at all times and in any form, in relation with a public official at the international, national or local level, a political party, party official or candidate to political office, and a director, officer or employee of a Party, whether these practices are engaged in directly or indirectly, including through third parties. "Corruption" or "Corrupt Practice(s)" shall include but not limited to Bribery, Extortion or Solicitation, Trading in Influence and laundering the proceeds of these practices.

## **EMISSION REGULATION CLAUSE**

- 14.1 Customer accepts and acknowledges that Kuehne + Nagel, Blue Anchor Line, Blue Anchor America Line or other carriers may be subject to regulatory or other industry-wide requirements relating to emissions, fuel bunker content requirements or a requirement to purchase allowances or otherwise make payments calculated by reference to carrier emissions, or any other regulation whatsoever relating to de-carbonization or any other environmental concern (each an "Emissions Regulation").
- 14.2 Customer accepts and acknowledges that an Emissions Regulations may arise in any jurisdiction in which Kuehne + Nagel, Blue Anchor Line, Blue Anchor America Line or other carriers performs activities with any of its customers and that an Emissions Regulation may not yet be envisaged, implemented or in full force and effect as of the date of agreeing to these GTC. Specifically, and without limitation, Customer agrees that each of the following will be considered to be an Emissions Regulation under these GTC:
- Amendments to MARPOL Annex VI, introducing an Energy Efficiency Design Index for existing ships (EEXI) and Carbon Intensity Indicator (CII), anticipated to enter force in 2022 and 2023, respectively, and known in the industry as "the IMO 2023 regulations".
  - The expansion of the European Union Emissions Trading System (ETS) to include the shipping industry, which is proposed to be phased in beginning in the year 2023; and
  - The Fuel EU Maritime Initiative, which is proposed to be phased in beginning in the year 2025.

- 14.3 Where Kuehne + Nagel, Blue Anchor Line, Blue Anchor America Line or other carriers are subject to one or more Emissions Regulation(s), Customer shall pay to Kuehne + Nagel an amount assessed by Kuehne + Nagel in its sole discretion as being the business cost of complying with that or with those Emissions Regulation(s) in performing these GTC.

#### **ALTERATIONS**

- 15.1 Kuehne + Nagel reserve the right to alter the myKN Sea Logistics FCL Pledge platform (the website), these GTC, the Service conditions, the Privacy Policy and any other Kuehne + Nagel policies and conditions without further notice. A particular contract between Customer and Kuehne + Nagel will always be subject to the versions of the aforementioned policies and conditions in force at the time Customer places its offer, unless alterations are made pursuant to mandatory requirements imposed by law or government authority (in which case the alterations apply from the point in time stipulated by law or government authority).

#### **INCOTERMS®**

- 16.1 The Incoterms® were created by the International Chamber of Commerce (ICC) in Paris and are a registered trademark of the ICC. Incoterms® can be agreed between the seller and the buyer of goods as part of their sale of goods contract to define the terms of shipment and delivery as well as the transfer of risk between those two parties. However, the Incoterms® do not become part of the contract between Customer and Kuehne + Nagel for the provision of the Services, as this contract comprises of forwarding and/or carriage elements, not the sale of goods. Customer notifying Kuehne + Nagel of the agreed Incoterms®-clause merely gives Kuehne + Nagel an instruction related to the split (if any) of the Service charges between seller and buyer. Regardless of the Incoterms®-clause Customer is and remains responsible towards Kuehne + Nagel for all fees and will be held liable in the event any fees cannot be collected from third parties in accordance with the indicated Incoterms®-clause.

#### **CONFIDENTIALITY**

- 17.1 The contents of this contract and any information on Kuehne + Nagel's business is sensitive, confidential and will not be disclosed by the Customer to any third party without the express written consent of Kuehne + Nagel, unless the information is manifestly in the public domain at the time of disclosure or such disclosure is required by valid legal process or is otherwise required by law or by the rules of any listing authority or stock exchange, in which event the Customer shall give Kuehne + Nagel prompt written notification thereof. The Customer will ensure, and will be liable for ensuring, that its directors, employees, agents, advisers and Subcontractors shall not disclose any confidential information. The obligation of this clause shall survive for a period of three (3) years after the expiry of the relevant contract.

#### **SEVERABILITY**

- 18.1 If any part of these GTC, the Privacy Policy and any other Kuehne + Nagel policies and conditions are deemed invalid, void or unenforceable for any reason, that part will be deemed severable and will not affect the validity and enforceability of the remaining parts.

#### **MANDATORY LAW**

- 19.1 These GTC shall only take effect to the extent that they are not contrary to the mandatory provisions of international conventions or mandatory national law applicable to Freight Forwarding or Transportation Services or other Services provided under these GTC.

#### **GOVERNING LAW AND JURISDICTION**

- 20.1. For the Services any action against Kuehne + Nagel shall be instituted only in the place where the contracted Kuehne + Nagel Affiliate has its principal place of business and shall be decided according to the law of the country of that place. For Services provided by Blue Anchor Line any dispute or claim shall be governed by the laws of England & Wales and to be subject to the exclusive jurisdictions of the courts of London. For US Carriage, United States law shall apply, and the United States Federal Court of the Southern District of New York shall have exclusive jurisdiction. Alternatively, the Kuehne + Nagel may demand that action against it may only be instituted in the place where the contracted underlying carrier executing the shipment has its principal place of business and shall be decided according to the law of the country of that Carrier's place.

#### **DEFINITIONS**

##### **Affiliate(s)**

means (1) any corporation or business entity fifty percent (50%) or more of the voting stock or voting equity interests of which are owned directly or indirectly by a party; or (2) any corporation or business entity which directly or indirectly owns fifty percent (50%) or more of the voting stock or voting equity interests of a party; or (3) any corporation or business entity directly or indirectly controlling or under control of a corporation or business entity as described in (1) or (2).



**Bill of Lading**

means the document issued by Kuehne + Nagel as Agent of the carrier/NVOCC to the shipper reflecting the conditions of the contract of carriage of goods.

**Carrier / underlying carrier**

*Carrier* means Transpac Container System Pte. Ltd., Singapore trading as Blue Anchor Line for non-US shipments, or, as applicable, Kuehne + Nagel Inc. doing business as Blue Anchor America Line. *Underlying carrier* means the carrier chosen by Kuehne + Nagel, Blue Anchor Line or Blue Anchor America Line for the execution of the Shipment.

**Customer**

means any registered company choosing to use the myKN quote and book Sea Logistics FCL Pledgeplatform. Further, Customer includes any person having rights or obligations under a contract of carriage concluded with Kuehne + Nagel for whom the GTC apply. For the avoidance of doubt the Services are not tailored for individuals / consumers and the same are not accepted as Customers.

**Customer Data**

means any commodity classification numbers, customs valuations, country of origins, export control classification numbers and any required export, re-export, transit or import licenses permits, authorisations or exemptions.

**Digital Services**

means any services or facilities made available to Customer or received by Customer either directly from KUEHNE + NAGEL or via its Sea Logistics FCL Book Sea platform and its content.

**GTC**

means these General Terms and Conditions.

**HS-Code**

means Harmonized Commodity Description and Coding System.

**Institute Cyber Attack Exclusion Clause**

means the insurance exceptions issued by Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA) CL 380 dated on November 11th 2003.

**Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause** means the insurance exceptions issued by Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA) CL 370 dated on January 1st 2009.

**Institute Strike Clauses**

means the insurance conditions issued by Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA) CL 386 dated on January 1st 2009.

**Institute War Clauses (Cargo)**

means the insurance conditions issued by Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA) CL 385 dated on January 1st 2009.

**International Conventions**

means including, as applicable, the International Convention for the Unification of Certain Rules Relating to the Bills of Lading (the "Hague Rules"); the Protocol to Amend the Hague Rules, February 23, 1968 (the "Hague –Visby Rules"); the United States Carriage of Goods by Sea Act ("COGSA"); the Convention for the International Carriage of Goods by Road ("CMR") and the Uniform Rules Concerning the Contract for International Carriage of Goods by Rail (CIM), as amended by the Convention Concerning International Carriage by Rail (CIM-COTIF).

**Kuehne + Nagel**

means the particular operating entity within the Kuehne + Nagel Group that has its registered office in the same country as Customer.

**Kuehne + Nagel Group**

means the group of companies comprising of the Affiliates of the ultimate parent company Kuehne + Nagel International AG.

**Privacy Policy**

means the conditions applicable to the use of the myKN quote and book Sea Logistics FCL Pledgeplatform.

**Local Currency**

has the meaning given to such term in clause 10.2.

**NVOCC**

means Blue Anchor Line or Blue Anchor America Line (Carrier) as Non Vessel Operating Common Carrier.

**SDR**

means a Special Drawing Right as defined by the International Monetary Fund.

**Sea waybill**

means any document which is not a Bill of Lading but (a) is such a receipt of goods as contains or evidences a contract for the carriage of goods by sea; and (b) identifies the person of whom delivery of the goods is to be made by the carrier in accordance with the contract.

**Services**

means the services agreed on between Customer and Kuehne + Nagel, which may include forwarding, carriage, consolidation, storage of the Shipment in transit, handling, as well as ancillary services, such as but not limited to pick-up, delivery, customs clearances (export/import) and issuance of documentation.

**Shipment**

means the goods Kuehne + Nagel or its Subcontractor physically takes over for the provision of the Services.

**Shipper/Consignee**

means the person who named in the Bill of Lading or sea waybill as shipper or consignee.

**Subcontractor**

means any service provider Kuehne + Nagel in its own name and on its own behalf chooses to subcontract all or parts of the Services to.

**Trading Currency**

means the currency provided in the quotation, e. g. USD, EUR, or any other currency different from local currency.

**User Materials**

means any information, data or other content or materials posted or uploaded by Customer or its actions and activities when using Sea Logistics FCL Book Sea platform.

**Waste**

bears its general meaning and also means "Waste" as defined legislatively