

# General Terms and Conditions for Sea Freight Transportation

The following Terms and Conditions apply to all individual contracts to be concluded between the customer and FR. MEYER'S SOHN (GMBH & CO.) KG (only with the branches located in Germany) for the provision of sea freight transportation and all related services.

Fr. Meyer's Sohn (GmbH & Co.) KG is not obliged to conclude individual contracts.

A contract for the provision of transportation services shall only be concluded on written confirmation by Fr. Meyer's Sohn (GmbH & Co.) KG.

If a contract is concluded, the following Terms and Conditions apply:

1. Any individual contract concluded with reference to the offer shall be subject exclusively to these Terms and Conditions. The customer's general terms and conditions shall expressly not apply as an integral part of the contract, even if they have not been expressly rejected.
2. Unless mandatory statutory provisions take precedence, Fr. Meyer's Sohn (GmbH & Co.) KG shall operate exclusively in accordance with the German Freight Forwarders' Standard Terms and Conditions (ADSp) in their current version. Those Terms and Conditions shall apply in addition to the General Terms and Conditions of Offer specified here. The full text of the ADSp is available at the following link  
  
[https://www.fms-logistics.com/fileadmin/user\\_upload/00-Home/Meta/ADSP\\_2017\\_-\\_English.pdf](https://www.fms-logistics.com/fileadmin/user_upload/00-Home/Meta/ADSP_2017_-_English.pdf)
3. Any offer from Fr. Meyer's Sohn (GmbH & Co.) KG Germany is intended exclusively for the customer to whom it was addressed and sent. It shall always be treated confidentially and may not be made available to third parties without the express consent of Fr. Meyer's Sohn (GmbH & Co.) KG. The offer shall cease to be valid if it is not accepted in writing within 14 days of the date of issue.
4. Acceptance of the offer presupposes that the transportation routes are unobstructed, that the required loading space and corresponding equipment are available and that booking of the consignment has been made by Fr. Meyer's Sohn (GmbH & Co.) KG.
5. It is agreed that the approximate delivery periods (ETS/ETA) and transit times stated in the offer are based on information provided by the shipping companies/carriers and are not deemed to be firmly agreed periods/times. Dates mentioned either verbally or in writing in the course of order processing are not deemed to be agreed fixed dates unless Fr. Meyer's Sohn (GmbH & Co.) KG has expressly confirmed the agreement of a fixed date in writing.

6. In the case of valuable goods or goods at risk of theft according to sections 1.3, 1.17 ADSp, the customer is obliged to inform the freight forwarder in writing about the type and value of the goods and the associated risk. This information enables Fr. Meyer's Sohn (GmbH & Co.) KG to decide on acceptance of the order and to take appropriate measures for safe, damage-free processing of the order.
7. The customer is obliged to inform the freight forwarder in text form if the contents of a container exceed the value of USD 200,000. The customer is liable for any failure to make such a declaration or incorrect declaration of value and shall indemnify the freight forwarder against any third-party claims.

According to clause 21 ADSp, no insurance of the goods is included. Fr. Meyer's Sohn (GmbH & Co.) KG shall arrange the insurance of the goods upon commissioning or in accordance with section 21.2 ADSp.

8. Unless otherwise agreed, all transportation costs are exclusive of export clearance (ATLAS procedure), customs duties and taxes. Export clearance can be organized on request by Fr. Meyer's Sohn (GmbH & Co.) KG.
9. Tariff information provided by our employees is generally non-binding and subject to change. The customer or a representative authorized by the customer is obliged to check the accuracy of the customs tariff numbers.
10. The offer remains valid only on condition that the freight payment is made in Germany and Fr. Meyer's Sohn (GmbH & Co.) KG is commissioned to carry out the order.
11. Unless expressly agreed otherwise, offers and invoices for services shall be issued exclusively in EURO. If a conversion to another currency is required, this is calculated for sea transportation on the basis of the exchange rate of Fr. Meyer's Sohn (GmbH & Co.) valid on the day of loading onto the sea-going vessel which is available at <https://www.fms-logistics.com/en/vessel-exchange-rates/>.

12. The customer shall confirm that the import, export and re-export of goods and/or the provision of related services are in compliance with the applicable economic, trade and financial sanctions and embargoes of the European Union or the Federal Republic of Germany. The same applies to economic, trade and financial sanctions and embargoes imposed by the United States of America, provided there are no conflicting legal provisions of the European Union or the Federal Republic of Germany.

It is the customer's responsibility to ensure that its goods comply with export control regulations. It shall obtain all necessary licenses, permits, approvals and/or exemptions and provide all necessary information to Fr. Meyer's Sohn (GmbH & Co.) KG prior to provision of the service.

In the case of import customs clearance, domestic transportation costs are subject to the German VAT Act and shall be declared as part of the assessment basis for import VAT in the customs declaration for free circulation.

If these are not to be reported as liable for tax on the freight cost invoice, Fr. Meyer's Sohn (GmbH & Co.) KG shall be provided with written notification that the domestic transportation costs have already been taken into account by the customer in the customs declaration.

13. Should one or more provisions of this document be invalid or unenforceable, this shall not affect the validity of the remaining provisions. The same applies in the event of a loophole.
14. Amendments or additions to this contract shall take written form to be valid. This shall also apply in the event of any waiver of the requirement of written form. No verbal collateral agreements have been made.

15. The exclusive place of jurisdiction is the registered office of the commissioned branch of Fr. Meyer's Sohn (GmbH & Co.) KG in Germany. This provision applies on condition that mandatory international law does not prescribe any additional places of jurisdiction. This contract is governed by German law.

## Special provisions for maritime transport

If empty containers are provided for loading in accordance with the order ("Shipper's load, stowage and count"), it is the responsibility of the customer to check these immediately on delivery for external integrity and suitability for loading, in particular with regard to possible odor contamination. Any complaints shall be made immediately in writing or electronically to Fr. Meyer's Sohn (GmbH & Co.) KG. If no such notification is received, Fr. Meyer's Sohn (GmbH & Co.) KG shall not be liable for any damage to the cargo that may occur as a result of such defects in the container after or during loading.

Unless otherwise agreed, the customer is obliged to provide the VGM (Verified Gross Mass) of the loaded container or the individual consignment to be transported in accordance with the SOLAS regulations and IMO guidelines (in particular MSC.1/Circular 1475) in the required form in good time before the stowage plan is drawn up or to ensure that this obligation is fulfilled by a third party.

Fr. Meyer's Sohn (GmbH & Co.) KG expressly points out that the container or individual consignment may be excluded from carriage if the required information is not provided in good time. The costs arising from such exclusion shall be borne by the customer.

These Terms and Conditions apply exclusively to individual contracts concluded on the basis of this offer. The customer's general terms and conditions shall not become part of the contract, even if they are not expressly rejected.

1. In the case of sea freight transportation, a chargeable weight of at least 1,000 kg per cubic meter (cbm).

2. If additional surcharges, costs and/or public charges are levied by the shipping company or other third parties up to the time of shipment (B/L date) or during transportation, these shall be borne by Fr. Meyer's Sohn (GmbH & Co.) KG. The same applies to surcharges, costs and/or public charges levied by the shipping company or other third parties in connection with the

transportation after completion of the transportation. Such surcharges, costs and/or public charges include in particular the items listed below:

- a) Surcharges for high water/low water
- b) Fees for demurrage/detention
- c) Costs for downtimes and expenses due to waiting times
- d) Any costs incurred for gassing or degassing of containers
- e) Expenses for phytosanitary processing (plant inspection or similar)
- f) Storage costs
- g) Costs arising from customs inspections
- h) Multiple stops (additional, unplanned stops)
- i) Assignment costs
- j) Delivery order fees

3. Rebooking and cancellation costs for shipments/containers already scheduled shall be charged to the customer.

4. The customer is obliged to return unloaded containers to the agreed location in clean condition and in the same condition as before shipment. Any costs incurred for cleaning and/or repairs shall be charged to the customer.

5. The costs for pre-carriage and on-carriage services refer to/from the nearest empty container depot of the shipping company used. Any expenses for collection or return (pick-up or drop-off) are not included in the offer and shall be calculated according to the actual expenses and charged to the customer.

6. The provision of empty containers at the inland depot and acceptance of empty containers at the inland depot cannot be guaranteed and is dependent on the consent of the shipping company concerned.

7. Additional charges made by the shipping companies used by Fr. Meyer's Sohn (GmbH & Co.) KG because the maximum value of goods that is not subject to surcharge has been exceeded (see Section 7 of the General Terms and Conditions of Offer) shall be paid by the customer.

8. Original bills of lading are available for our customers to collect. If dispatch by mail or courier is required, the transfer of risk shall take place when the document is handed over to the mail service or courier company with appropriate mail paid and in a properly addressed envelope. The costs of delivery shall be met by the customer.