

KGH GENERAL TERMS AND CONDITIONS OF SERVICE

1. General

- 1.1 These general terms and conditions of service (these "Conditions") shall apply in full to all services provided by Supplier to Customer unless otherwise explicitly agreed in writing. If Supplier and Customer have entered into a separate written Framework Agreement regarding Supplier's provision of services to Customer, such Framework Agreement will apply.
- 1.2 For the purpose of these Conditions, "Supplier" shall mean the party providing the Services, including its Affiliates and Subcontractors, the "Customer" shall mean the company which purchases the Services from Supplier. Supplier and Customer may be referred to as the "Parties" and each of them separately as a "Party".

2. Definitions

- 2.1 In these Conditions the following capitalized terms shall have the meanings ascribed to them below.

"**Affiliate**" shall mean in relation to a Party, any entity which Controls, is Controlled by, or is under common Control with that Party.

"**Control**" shall mean direct or indirect beneficial ownership of 50% or more of the share capital of an entity.

"**Data Privacy Laws**" shall mean any law or regulation in force concerning the processing of personal data, including but not limited to the General Data Protection Regulation, other European Union legislation relating to the processing of personal data and the relevant supervisory authority's, at any given time, given decisions, advice, recommendations and opinions.

"**Goods**" shall mean the whole or any part of the cargo and any packaging shipped by the Customer.

"**SDR**" shall mean IMF Special Drawing Rights.

"**Service**" shall mean the services provided by Supplier to Customer under this Framework Agreement or any Service Agreement.

"**Service Agreement**" shall mean a service agreement for the provision of Services by Supplier entered into and executed by the Customer and Supplier.

"**SOW**" shall mean Unless a separate SOW is drafted the agreed and accepted proposal/quotation shall constitute the SOW for the applicable Service.

"**Subcontractors**" shall mean any person or entity to which any part of the Services to be provided hereunder directly or indirectly subcontracted by Supplier.

"**Party**" and "Parties" shall mean the contracting parties.

"**Transaction**" means the customs clearance undertaken in relation to Goods shipped under a single UCR;

"**UCR**" means the Unique Consignment Reference applicable to the Goods.

3. Services

- 3.1 These terms shall apply to services which the Parties agree shall be provided by Supplier ("Services"). Supplier shall at all times provide the Services in a timely and professional manner and in compliance with all applicable laws and regulations and the agreement between the Parties.
- 3.2 Supplier shall have the right to use any of its Affiliates and Subcontractors when performing the Services. Supplier shall remain fully responsible for the acts and omissions of its Subcontractors.
- 3.3 Unless otherwise explicitly stated in an applicable Specification, a Service shall be deemed completed once Supplier has submitted to Customer the result of the Service.
- 3.4 Supplier shall have the right, whilst carrying out a specific Service, to perform such actions and work deemed necessary by Supplier in order to fulfill its commitment under a requested Service and charge Customer for any thereto related fees and costs.
- 3.5 Supplier shall have the right to refrain from carrying out a requested Service if the performance of such Service will or could be contrary to internal policies and/or ethical rules, without thereby incurring any liability whatsoever towards Customer. If Supplier refrains from carrying out such requested Service, it shall inform Customer of the reason thereto.

4. Duties and Responsibilities of Customer

- 4.1 The Customer acknowledges and agrees that Customer has a duty to timely disclose any and all information required by Supplier in order for Supplier to perform the Services, and that Supplier rightly will be relying on such when providing the Services. The Customer shall further notify Supplier immediately and in full of any facts or circumstances which Customer knows or could reasonably be expected to know are or could be of importance for the provision of the Services by Supplier, and promptly review all documentation and/or data and immediately notify Supplier of any inaccuracies, errors or omissions found therein.
- 4.2 The Customer is responsible for the accuracy and timeliness of all data and information provided to Supplier, even when the information and data originates from a third party, and is liable for all taxes, interest, penalties and other fees as may be assessed by the government for non-compliance, omissions, errors and audits. Except where precluded by the content of the Services, Supplier shall not be obliged to perform a specific investigation of the accuracy and completeness of the information provided by Customer.
- 4.3 The Customer acknowledges that it shall solely be liable for any duty it may have for maintaining records required under the applicable customs and/or other laws and regulations, unless otherwise agreed to in writing. Supplier will only keep such records that Supplier is required to maintain by applicable laws and regulations pertaining to the business of Supplier, but Supplier shall not act as a record keeper or recordkeeping agent for Customer.
- 4.4 The Customer shall at the request of Supplier offer adequate securities for its commitments under this Agreement. If no such securities are offered or deemed inadequate by Supplier, Supplier shall have the right to terminate further performance of Services until adequate securities have been offered or immediately terminate this Agreement without incurring any liability of any kind towards Customer.
- 4.5 Customer acknowledges that Supplier operates in accordance with applicable laws and regulations, including where applicable, the European Commission Regulation (EC) 1875/2006 concerning

provisions for implementing the Community Customs Code as well as under the applicable AEO-regulations. Customer is hence required to adhere to these laws and regulations, which include but is not limited to international security obligations.

- 4.6 Supplier processes personal data in accordance with applicable Data Privacy Laws and Maersk's privacy policy, which is available at <https://terms.maersk.com/privacy>. Customer is responsible for informing any individuals who act on behalf of Customer and who submits personal data to Supplier of Supplier's privacy policy.
- 4.7 If the performance or delivery of a Service includes processing of personal data, Supplier and Customer undertake to take the necessary actions and to enter into the relevant data processor agreements required to ensure compliance with the applicable data privacy laws and regulations.

5. Fees and payment

- 5.1 Fees for Services (excluding VAT) shall be communicated to Customer by Supplier before commencement of Services. Supplier shall have the right to change the fees for the Services at any time by giving Customer no less than 30 days' notice.
- 5.2 The Customer shall pay Supplier for the Services within 10 days from date of invoice. All payments shall be made in the currency set out in the invoice. Supplier shall upon late payment by Customer be entitled to charge interest on the sum overdue from the due date until full payment has been made in accordance with applicable laws.
- 5.3 Supplier shall have the right to suspend further provision of the Services in case of Customer's default of payment, and to request security for payment in relation to any further provision of the Services.
- 5.4 In the event that Supplier, whilst carrying out a specific Service, shall, on behalf of Customer, pay taxes, customs duties and/or any other fees, Customer shall pay such amount to Supplier prior to Supplier being required to pay such taxes, duties and/or fees. Supplier may charge Customer a fee in case such taxes, duties and/or fees are paid by Supplier on behalf of Customer.
- 5.5 No party shall have the right to set-off, or to withhold payments to the other party, in connection with any amounts due.

6. Cancellation and deferral of requested Services

- 6.1 The Customer shall have the right to cancel any Transaction by giving Supplier written notice thereof. In such an event, Supplier shall have the right to invoice Customer for Services rendered so far, accrued costs and a cancellation fee amounting up to a maximum of 100% of the fee for the Service cancelled.
- 6.2 If Customer has deferred a Transaction more than 7 days from intended commencement date, the Transaction shall be deemed cancelled by Customer, and Supplier shall have the right to invoice Customer for Services rendered so far, accrued costs and a cancellation fee amounting up to a maximum of 100% of the fee for the cancelled Transaction.

7. Delay

- 7.1 Supplier shall promptly notify Customer of any material delays relating to or arising from the provision of the Services.

7.2 Unless such Service is delayed by reason of negligence or willful misconduct of Supplier, Supplier shall not be responsible for any loss, damage or expense incurred by Customer because of such delay.

8. Liability and Limitation of Liability

8.1 In connection with any and all Services performed by Supplier, Supplier shall only be liable for its negligent acts or willful misconduct, which are the direct cause of loss or damage to Customer.

8.2 Except as specifically set forth herein, Supplier makes no express or implied warranties in connection with its provision of the services or those of any third party.

8.3 In no event shall Supplier be liable or responsible for consequential, indirect, incidental, statutory or punitive damages or loss, even if it has been advised of the possibility of such damages or loss.

8.4 Supplier's maximum liability for damages, for any cause whatsoever shall be limited to SDR 10,000 (IMF Special Drawing Rights ten thousand) per Transaction and, in any event, Supplier's total maximum liability to Customer in relation to all Transactions shall not exceed 80,000 (eighty thousand) SDR per year (starting from the date of Supplier providing the Services in relation to the first Transaction).

8.5 Supplier shall be discharged from all liability whatsoever in respect of the Services unless suit is brought in accordance with Clause 13 within one (1) year after the Service to which the claim relates has been provided by Supplier.

8.6 Supplier shall not be responsible for action taken or fines or penalties assessed by any governmental agency because of the failure by Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to Customer by any such agency.

9. Indemnification

Customer agrees to indemnify and hold Supplier harmless against any and all actions, causes of action, liability, loss, damages, costs (including work or the cost of investigating and defending any claims) claims, penalties, fines and/or expenses or demands of any nature whatsoever, including but not limited to reasonable attorney's fees, which Supplier may incur, suffer or be required to pay arising from (i) inaccuracies, mistakes or omissions in the information and documentation provided to Supplier by Customer; (ii) Customer's, its agent's or representative's conduct which violates any applicable laws or regulations; (iii) Supplier becoming liable to any other party (including to a customs authority) and/or incurring additional costs by reason of the Supplier carrying out Customer's instructions or (iv) any other breach by Customer of any of its obligations set out in these Conditions.

10. Force majeure

10.1 Neither Party shall be liable for delay or non-performance of its obligations hereunder in the event and to the extent due to circumstances which is beyond the non-performing Party's reasonable control, including but not limited to act or omission of any authority or customs official, strike, labor dispute, lock-out, port congestion, port disruption, accidents, casualties, acts of government, sanctions, embargo or other disruption or interference with trade, weather, epidemic, pandemic, fire, flood, storm, natural disaster civil commotion, act of terrorism or war (a "Force Majeure Event").

- 10.2 In case of a Force Majeure Event the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed provided that if the period of delay or non-performance continues for thirty (30) consecutive days or ninety (90) cumulative days within a twelve (12) month period, or such other period as may be agreed by the Parties in writing, the Party not affected may terminate this Agreement immediately by notice in writing to the other.
- 10.3 The Party invoking a Force Majeure Event shall use its reasonable endeavours to prevent or minimise and thereafter to mitigate such hindrance or delay occasioned by a Force Majeure Event, including recourse to alternative acceptable sources of services, equipment and materials, and ensure the earliest possible resumption of normal performance of any agreement between the Parties governed by these Conditions after the occurrence of a Force Majeure Event.

11. Confidentiality

- 11.1 For a period of five (5) years after provision of the Services, the receiving Party and its Affiliates undertake not to disclose or reveal any information (regardless of whether it is in oral, written, electronic or other form), without the disclosing Party's prior written consent, regarding the disclosing Party's business which may be considered a trade or professional secret, or otherwise use such information for any purpose other than for the receiving Party's, its Affiliates' or Subcontractors' performance of its obligations under these Conditions. Information that the disclosing Party has declared to be confidential shall at all times be considered a trade or professional secret.
- 11.2 This confidentiality undertaking shall not apply to information that the receiving Party obtained in a manner other than through any agreement between the Parties governed by these Conditions or which is public knowledge. Nor does this confidentiality undertaking apply when the receiving Party is required to disclose information in accordance with applicable law, regulation, stock exchange requirement or decision by governmental authorities.
- 11.3 Upon expiration or termination of any agreement between the Parties governed by these Conditions for whatever reason, each Party shall without delay return to the other Party all written know-how, data and information provided by that Party and shall not use or distribute such know-how, data and information for any purpose.

12. Termination

- 12.1 Either party may terminate any agreement governed by these Conditions by giving one (1) month's written notice to the other Party, in relation to Services which currently are being carried out by Supplier on request by Customer.
- 12.2 Upon any failure of either party to keep or perform any of its material obligations hereunder and the continuation of such material default, for thirty (30) days after the defaulting party has been notified by the non-defaulting party, the non-defaulting party may, at its sole option and in addition and without prejudice to its other lawful rights and remedies or as otherwise granted herein, terminate the agreement with immediate effect upon notice to the defaulting party. The insolvency of, or stoppage of payment by, either party or the voluntary commencement of a bankruptcy, insolvency or receivership or any similar proceeding against either party shall be deemed a default for the purposes of this Clause.

12.3 If Customer breaches any of its obligations under Clause 4, Supplier shall have the right to issue a written notice of rectification. If no rectification has been made within seven (7) days of receiving such notice, Supplier shall have the right to terminate the cooperation within immediate effect without incurring any liability towards Customer.

12.4 Neither expiration nor termination of the agreement shall relieve either party of obligations incurred prior to termination, which expressly or by their nature survive termination.

13. Governing Law and dispute resolution

Any agreement between the Parties governed by these Conditions shall be governed by and construed in accordance with English law and all disputes arising hereunder shall be determined by the English High Court of Justice in London to the exclusion of the jurisdiction of the courts of another country. Alternatively, and at Supplier's sole option, Supplier may commence proceedings against Customer in any competent court in a place of business of Customer.

14. Compliance

14.1 The Parties agree that they will at all times comply with the latest version of Maersk's Code of Conduct which can be found at <https://www.maersk.com/about/code-of-conduct>.

14.2 Each Party represents and undertakes that in the performance of this Agreement, it and all of its affiliates, directors, officers or sub-contractors will comply in all material respects with all applicable laws, rules, regulations or similar instruments including relating to anti-corruption, competition law and foreign trade controls (export controls and sanctions laws of the UN, the EU and US or other relevant regulator). For the purposes of clarity neither Party:

- (a) shall give, promise or attempt to give or approve the giving of anything of value to any person, for illegal purposes or for improperly obtaining or retaining business.
- (b) is sanctioned pursuant to foreign trade controls, nor shall deal, or cause the other Party to deal, with any person or entity in respect of transactions prohibited by foreign trade controls, except with the other Party's prior written consent; or which could damage the other Party's commercial or other reputation interests, even if not in violation of any foreign trade controls.

14.3 Customer warrants that it has obtained all necessary export, re-export and/or import licenses or permits for any items being shipped pursuant to this Agreement and that all items being shipped are not otherwise subject to any foreign trade controls prohibitions. Customer warrants that any items are not being shipped from or to any party with whom such transaction would be prohibited by foreign trade controls.

14.4 Each Party has established processes and maintains policies and procedures to prevent violation of this clause.

14.5 If a Party materially breaches any of its obligations or representations in this clause, the other Party may terminate this Agreement with immediate effect without incurring any liability.