

RPL TERMS CONDITIONS

AGREEMENT BETWEEN RHENUS PROJECT LOGISTICS GMBH & Co. KG AND

dated: 25.06.2019

1.1 DEFINITIONS

"RPL" shall mean Rhenus Project Logistics GmbH & Co. KG

References to "RPL" include RPL's employees and persons, firms and companies appointed or engaged by RPL as the RPL's agents for carrying out any work or services under these terms, all persons, firms and companies to whom performance of any work or services under these terms is sub-contracted or delegated by RPL, and all agents and employees of persons, firms and companies referred to in this clause.

"CUSTOMER" shall mean any person or legal entity on which behalf and/or request RPL agrees to provide its services

RPL and CUSTOMER are also referred as "PARTY" or together referred as "PARTIES".

"Agreement" shall mean the terms herein.

"Survey" or "survey report" shall mean the survey reports provided by RPL under this Agreement.

"Scope of Work" shall mean all services that form the subject matter of this Agreement. The Scope of work is specified in Annex 1 which forms an integral part hereof.

1.2 PREAMBLE

RPL provides technical consultations for transport and handling operations, producing of technical documentations for transport such as method statements, load, stowage, lashing and lifting plans, Calculation of lifting and lashing, Supervision of transport and handling operations, route survey, transport management on site and other additional technical support when required.

RPL recommends a preliminary meeting with CUSTOMER and -where required- other parties involved, in order to discuss relevant cargo particulars and ship's particulars. Preferably - if the relevant cargo unit is available for inspection - RPL is entitled to inspect it beforehand, in order to establish possibilities and potential difficulties with a view to its proper stowage and securing.

Where RPL pursuant to the Scope Of Work is instructed to provide advice or approval acting as a warranty surveyor, or providing information, advice, recommendations, calculations and/or drawings or designs while acting as a consultant, whether in relation to an insurance warranty or where an independent third party review is required or otherwise, RPL shall endeavor to give an opinion (based on the Information provided by CUSTOMER, packing company or the stowage/lashing service company) on the risks of the particular operation, more specifically loading and unloading, stowage, lashing and securing , taking into account matters such as (but not limited to) the

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history, condition and documentation of the cargo, the route, season and design, environmental and weather conditions, the vessel's stability and capability to carry the cargo the strength of the vessel's hatch covers/tank top, the intended stowage position of the cargo unit, vessel motions etc. The Survey may include an opinion on the checks, preparations and precautions taken to keep risks within acceptable limits as well as specific instructions such as the number of steel shores and/or steel lashing chains (or other materials) required to secure the cargo unit in a seaworthy condition.

Where pursuant to the Scope of Work instructed, RPL will attend the loading of the cargo unit and verify that the loading is performed according to the lifting plan, using the correct gear, hooks, wires etc.

RPL can provide a supervision of the stowage, lashing and securing of the cargo unit as well as advice on the position where lashing eyes need to be welded and how the lashing materials are to be applied.

The agreed service in particular is specified in Annex 1 ("Scope of Work").

Now, therefore, in consideration of the foregoing preamble, PARTIES agree as follows:

These Terms of Business shall form part of the Agreement between RPL and CUSTOMER and apply to all contracts, services and agreements of RPL unless RPL agrees otherwise in writing.

RPL shall perform its services as set out in the Agreement and/or the Scope of Work subject to the following terms:

1.2.1 RPL SERVICES

a. CUSTOMER's instructions and the scope of the Surveyor's services hereunder, are as defined in the

Scope of Work (Annex 1). Any subsequent changes or additions to the Scope of Work must be agreed in writing by PARTIES

b. RPL shall undertake the services to which these terms relate with reasonable care, skill and diligence.

c. The execution of the services provided by RPL will be for account and risk of CUSTOMER.

d. RPL shall act in the interest of CUSTOMER and where required shall always inform CUSTOMER about all and any danger known to RPL for the fulfillment of the Agreement.

e. RPL undertakes to follow the instructions of CUSTOMER, unless carrying out such instructions poses disadvantage to its services or business.

f. If RPL intends to not follow an instruction, RPL shall inform CUSTOMER immediately.

g. Where RPL pursuant to the Scope Of Work is instructed to inspect premises, conveyances, cargo, vessels, vehicles or any other property of whatever nature for the purpose of assessing the insurance and/or security risk, RPL will inspect as thoroughly as is practicable and endeavor to comment on issues where, in the RPL's reasonable opinion, major costs consequences are considered likely to arise.

RPL will report on the integrity of the main structural or physical elements to the extent to can reasonably be ascertained from a visual inspection, without removal, exposure or testing of parts. It follows that RPL cannot comment on every minor matter but will try to point out where small factors may become more serious.

h. RPL will not, unless the contrary is mutually agreed in writing, damage, dismantle, sample or undermine the property. As such, RPL will not be in a position to assess the structural stability or construction quality.

i. RPL's intention to advise and report will be ascertained from a visual inspection of the agreed object of survey at the time of survey. CUSTOMER accepts that the RPL's survey report(s) cannot cover hidden, unexposed or inaccessible areas of the transport and lifting equipment or the Cargo, neither can RPL

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undertake to investigate areas that RPL believes to be inaccessible at the time of inspection.

j. The opinion is based on external conditions observed by the attending surveyor of cargo or transport and lifting equipment at the time of Survey to the extent to can reasonably be ascertained from a visual inspection, without removal, exposure or testing of parts.

k. Any advice given is based on the state of the available and proven technical knowledge at the time of Survey. The Survey report and/or certificates of inspection and/or testing reflect statements of opinions made with due care within the limitation of instructions received and RPL is under no obligation to refer to or report upon any facts or circumstances which are outside specific instructions received.

l. Unless otherwise stated in writing, no guarantee is given against faulty design, latent defects or of suitability of any cargo or Transport Mode or other item for any particular purpose or of compliance with any particular local, national or international requirement or code, and opinions are given without the benefit of running of machinery or opening up or other dismantling whether of interior linings, machinery or other items or systems.

m. RPL is entitled within the Scope of Work and the execution thereof to instruct third parties and shall be entitled to obtain the assistance of agents, independent contractors and/or consultants, whereby RPL is free in its choice as to the identity of the third party involved; RPL shall, when choosing the third party, execute due diligence in such choice.

n. CUSTOMER declares hereby unconditionally and irrevocably that RPL has the authority, either in its own name, or in the name of CUSTOMER, to contract third parties under acceptance of and/or applicability of the general terms and conditions employed by third parties, even when such general conditions include a stipulation, which completely excludes the liability of the third party or (excessively) restricts liability, contains a jurisdiction clause (whether arbitrational or not), a legal option and/or an indemnity clause. All clauses including those limiting, excluding or establishing liability that third parties can invoke, within the framework of the assignment granted, against RPL, can also be invoked

by RPL against CUSTOMER

o. Where RPL is acting as agent, whether disclosed or not, PARTIES agree that CUSTOMER as RPLs principal will be bound thereby.

1.3 CUSTOMER'S OBLIGATIONS

a. Upon giving the assignment, or as soon as possible afterwards CUSTOMER undertakes to provide RPL with all data and relevant information required for the proper execution of the assignment.

b. If any of the relevant given Information or data is provided by a third party, the information or data is deemed to be provided by CUSTOMER.

c. CUSTOMER guarantees that all data and information provided are correct and complete. RPL is entitled to suspend the commencement and/or execution of this agreement to verify the accuracy of the data and information provided.

d. CUSTOMER will indemnify and hold RPL harmless for any claims, expenses, indemnities, fines, penalties or other losses of whatever nature arising by reason of inaccurate or false information supplied by CUSTOMER.

e. CUSTOMER will ensure that full instructions are given to RPL and are provided in sufficient time to enable the required services to be performed effectively and efficiently.

f. CUSTOMER will procure all necessary access to premises and vessels to enable RPL to undertake or perform all appropriate inspections and tests.

g. CUSTOMER must always ensure that all appropriate safety measures are taken and provide safe and secure working conditions.

h. CUSTOMER will provide any necessary permits, licenses or authorizations prior to the RPL's services as set out in this Agreement.

i. In the event of any breach of the aforementioned requirements causing any failure on RPLs part to undertake the Scope of Work CUSTOMER shall be responsible for all consequential costs and damages incurred by RPL and in respect of any element of the Scope of Work undertaken.

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1.4 FEES/TERMS OF PAYMENT

a. The fee agreed between RPL and CUSTOMER for the services to be provided by RPL under this Agreement shall not include the costs of travel, subsistence and accommodation which will be charged in addition and in accordance with Annex 2 Service Portfolio Rhenus Project Engineering which forms an integral part of this Agreement.

b. VAT or other equivalents shall be payable, if applicable, in addition to all fees and expenses. Invoices will be submitted in respect of all fees and expenses when due and the amount of each invoice shall be settled within 30 days of the date of the invoice. Thereafter, interest shall be payable on all sums owing and unpaid at a rate of 9% over base rate.

1.5 COPYRIGHT FOR DELIVERED DOCUMENTS, PENALTY

a. The Scope of work as well as any additional work or information (documentation, calculation etc.) provided hereunder is copyright-protected and is to be used by customer solely for the purpose specified in the contract. RPL shall retain ownership of any intellectual property rights which it holds in relation to its Scope of work or provided information under this Agreement.

b. The Scope of Work as well as any other information, advice or communication in respect of (or which may be invoked in relation to) services of RPL hereunder is provided for CUSTOMER only (or where acting as agent, its principal) and may not be disclosed to any third party without RPLs prior and express consent in writing. RPL accepts no duty of care or liability of any nature towards any third party who may rely on the Scope of Work, any additional advice or other communication by RPL.

c. CUSTOMER hereby agrees to indemnify the Company for any costs, expenses, claims, fines, penalties or any other losses of whatsoever suffered by RPL arising from or caused by the disclosure by CUSTOMER of any information, documentation or advice provided hereunder to any third party.

d. In the event that CUSTOMER acts in contraven-

tion of this subsection it shall forfeit to RPL a penalty - payable with immediate effect and not susceptible to set off CUSTOMER - amounting to EUR 5.000, without prejudice to RPLs entitlement to seek additional compensation in the event that its overall loss exceeds EUR 5.000.

1.6 LIABILITY

a. Except in cases of death or personal injury caused by RPL, RPL shall be liable under the following provisions, unless the damage is due to an act or omission committed by RPL or its employees and/or its vicarious agents willfully or by gross negligence, provided that the damage is not due to a breach of a fundamental/material contractual obligation on which CUSTOMER may rely (cardinal duty).

b. However, the following provisions shall apply to the extent that they do not contradict mandatory regulations in particular the law of pre-formulated terms and conditions.

c. RPL shall not be liable under this Agreement for any loss or damage caused in circumstances where there is no breach of a legal duty of care owed to the CUSTOMER by RPL or where, notwithstanding any such breach, any loss or damage is not a reasonably foreseeable result of such breach.

d. In case of loss or damage of cargo or other property of the CUSTOMER, RPL's liability is limited to 2 SDR for every kg of damaged cargo. In case of damage loading units (such as but not limited to containers, tanks, reefers and pallets) RPL liability is limited to the repair costs, in any case however to a total sum of EUR 10,000.00 per claim.

e. The liability of RPL in case of non-compliance with the time period stipulated in the Scope of Work for its services under this agreement is limited to three times the amount of its overall fee.

f. RPL's liability for other financial losses caused in connection with the Scope of Work which are not incurred through loss or damage of Cargo or other goods or non-compliance with the period stipulated in the Scope of Work and do not constitute property

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damage or personal injury is limited to EUR 20,000.00 per claim but max. EUR 100.000 per year.

g.RPL shall have no liability whether in contract, tort or otherwise for any consequential or economic loss or for loss of profit or turnover or loss of use or any other form of indirect damage suffered by CUSTOMER howsoever arising, whether under this Agreement or otherwise, and -notwithstanding the regulations of subsection 5e of this Agreement-without prejudice to the generality of the foregoing RPL shall not be liable for any other consequences of late performance of any survey or performance and/or late delivery of any survey or other report.

h.To the maximum extent permitted by law RPL's liability out or in connection of this Agreement in respect of loss or damage suffered by the CUSTOMER a result of any breach by the RPL of any of RPL's obligations under this Agreement whether in tort, negligence breach of statutory duty or otherwise, shall not exceed a sum equivalent to the charges and in no event more than EUR 250,000.00 per anno or such higher sum as PARTIES shall agree in writing prior to commencement of the services to which these terms relate.

i.RPL shall have no liability whether in contract, tort or otherwise in respect of the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions or the non-disclosure by CUSTOMER of relevant information.

j.All services and reports are provided for CUSTOMERS use only. No liability of any nature is assumed towards any other party and nothing in these terms, or the relationship between RPL and the CUSTOMER, shall confer or purport to confer on any third party a benefit or the right to enforce any provision of these terms. No entity or person who is not a party to this Agreement shall have any right to enforce any term(s) of this Agreement, unless PARTIES agree otherwise in writing.

k.The liability of RPL shall not extend to particulars, data and other information given by others or obtained from outside sources, publications and the like reasonably relied upon by the RPL, including but not restricted to registry details or other such in-

formation and no assurances can be given regarding the accuracy of the same.

l.RPL shall bear no liability for any loss, injury or damage sustained as a result of any defect in any material or workmanship or the act, omission or insolvency of any person other than the RPL and the RPL shall have no liability to indemnify CUSTOMER in respect of any claim made against CUSTOMER for any such loss, injury or damage.

m.CUSTOMER shall be responsible for any losses, expenses or other costs reasonably incurred by the RPL that are caused by a breach of the CUSTOMER's obligations to RPL hereunder. Therefore RPL shall not be responsible for loss or damage or any increase in loss or damage resulting from any material breach by CUSTOMER of any term of this Agreement.

n.Any claim by CUSTOMER in respect of any breach of RPL's obligations under this Agreement must be notified to the Surveyor as soon as is reasonably practicable after the CUSTOMER becomes aware of the breach. Where any breach is capable of remedy, RPL must be afforded a reasonable opportunity to put matters right at his expense.

o.RPL will not be liable for any apparent damage due to a breach of its obligations hereunder of which written notification shall not have been given when the Scope of Work has completed or the survey report (or any other documentation agreed upon respectively) has been presented. Not apparent damages or breaches of obligations have to be indicated on the date on which CUSTOMER ought reasonably to have become aware of the existence of such breach, latest within 14 days after the Scope of Work has been completed or the agreed report/documentation has been presented.

p.RPL shall not be liable in respect of any breach of his obligations hereunder resulting from unforeseeable causes beyond the RPL's reasonable control or a performance hindrance. Such hindrance shall be defined as Acts of God, force majeure, fire, flood, storm or other unusual weather conditions, civil unrest, war or acts of terrorism, strikes and lock-outs, blockades or any other circumstances beyond the control of RPL.

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q. Third parties are instructed for account and risk of CUSTOMER. RPL is not liable or responsible for shortcomings of third parties.

r. Where RPL is supervising a third party's services under this Agreement, to the extent permitted by law, RPL can invoke third party's liability exclusions and liability limitations.

1.7 INDEMNIFICATION

To the extent permitted by law CUSTOMER shall indemnify RPL and save and hold RPL harmless of, from and against any and all loss, cost, expense, damage, claim demand or liability and claim of any kind or nature whatsoever, in any way due to the fault of CUSTOMER, including, without limitation, court costs and reasonable attorney's fees and disbursements (whether or not litigation is commenced).

1.8 FORCE MAJEURE

This Agreement will be temporarily suspended during any period (s) where both or either PARTY is unable to fulfill its duties hereunder do to an Act of God, fire, flood, storm or other unusual weather conditions civil unrest, war or acts of terrorism, strikes and lock-outs, blockades or any other circumstances beyond the reasonable control of the affected PARTY, and neither PARTY will bear any liability to the other PARTY in case in case of such events for delay in performance or failure to perform while this Agreement is temporarily suspended.

If the event of Force Majeure last longer than three (3) month PARTIES are entitled to terminate the Agreement in writing with two (2) weeks' notice.

1.9 STATUTE OF LIMITATIONS/LIMITATION PERIOD

To the extent permitted by law, especially excluding cases of death or personal injury caused by RPL, RPL and acts or omissions committed by RPL or its employees and/or its vicarious agents willfully or by gross negligence, RPL's liability shall expire twelve months after the completion of work (or the docu-

mentation owed under this Agreement is delivered to CUSTOMER) and RPL shall thereafter have no further liability whether in contract, tort or otherwise.

1.10 INSURANCE

RPL will not provide any cargo insurance but shall maintain professional indemnity insurance to cover its liability in the amount of EUR 250.000 throughout the period of the performance of RPL's duties hereunder provided that such insurance shall remain available at reasonable market rates.

1.11 ~~TERM AND TERMINATION~~

~~The provisions set out in this Agreement shall come into force on _____ (the "Effective Date").~~

~~The Agreement shall have a term of _____ months from the Effective Date ("Term") and shall terminate automatically on _____.~~

Without any duty to compensate any damages and without prejudice to any other rights it may have, such as any entitlement to interest or compensation of damages, and without any notice of default or judicial intervention being required RPL may terminate the appointment forthwith if CUSTOMER fails for more than 30 days to pay any sum due when demanded, or if the CUSTOMER fails to respond promptly to requests for information and/or instructions and fails adequately to respond to thirty (30) days' formal notice of such failure.

Without prejudice to the accrued rights of the other PARTY, either PARTY shall be entitled to terminate the Agreement in writing for good cause and without notice. In particular, good cause is constituted upon the other party committing a material breach of the terms of this Agreement which is not capable of remedy or -where remedy is applicable- which shall not have been processed within thirty (30) days of the other party having received a written complaint specifying the nature of such breach;

Or there occurs a breach by CUSTOMER of any of

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its obligations under this Agreement, and the breach is not remedied within ninety (90) days after CUSTOMER received notice specifying the breach and requiring it to be remedied.

Termination of this Agreement for any reason whatsoever shall be without prejudice to PARTIES' rights and obligations under the Agreement which have accrued prior to termination. The clauses and provisions of this Agreement which by their nature survive termination shall remain in full force and effect notwithstanding the termination of this Agreement for whatever reason.

1.12 WAIVER

No exercise or failure to exercise or delay in exercising any right or remedy vested in either PARTY shall be deemed to be a waiver by that PARTY of that or any other right or remedy.

1.13 TRANSFER OF RIGHTS

CUSTOMER shall not transfer or assign its rights or obligations under these terms without the prior written consent of RPL.

1.14 OFFSETTING

Any offsetting by CUSTOMER is only admissible with claims that are undisputed or have been established by a court of law.

1.15 ADSP 2017

Unless otherwise stipulated herein, the regulations of the "Allgemeine Deutsche Spediteurbedingungen 2017" (ADSp 2017) shall apply to all services provided by RPL hereunder.

1.16 APPLICABLE LAW AND JURISDICTION

This Agreement shall be construed in accordance with and shall be governed by German law. All disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Courts Germany.

1.17 SEVERABILITY

In the event that any provision of these terms is held to be a violation of any applicable law, statute or regulation, such provision shall be deemed to be deleted from these terms and shall be of no force or effect and these terms shall remain in full force and effect as if such provision had not been contained herein. Notwithstanding this, in the event of any such deletion PARTIES shall negotiate in good faith in order to agree the terms of an acceptable alternative provision.

1.18 MISCELLANEOUS

Except where expressly stated to the contrary in a written document signed by PARTIES on or after the date hereof, these terms form the entire agreement between PARTIES and supersede all previous agreements and understandings between PARTIES, and no warranty, condition, description, term or representation is given or to be implied by anything said or written in negotiations between PARTIES or their representatives prior to the communication of these terms.

Any communication required to be given under these terms by either party shall be in writing and shall be sufficiently given either by letter, fax or electronic mail (provided the same is capable of being recorded by the recipient in durable form) sent to the other at the contact details previously notified and any such notice shall be deemed to have been given at the time at which it would in the ordinary course of transmission have been received.

Each party undertakes to maintain the confidentiality of all information supplied by the other and not to divulge such information to third parties without the prior written authority of the other.