

TERMS OF QUOTATION

- I. All Business with Röhlig Nederland B.V. undertaken and performed is subject to the Dutch Forwarding Conditions General Conditions of the FENEX, a copy of these is available on our website or upon request. By accepting this quotation, you confirm that you have the full text of these Conditions in your possession, that you understand them and that you agree with them being fully applicable to the service quoted for.
- II. All rates, costs and fees quoted are estimates only and may be adjusted if changes occur. Rates quoted for transportation are based on tariffs currently in force with the carrier(s); more specific, ocean freight and airfreight are based on the CAF, BAF, local port charges and airline fuel & security surcharges prevailing at the time of shipping, as provided by the carrier(s), and may be subject to change.
- III. All origin / destination charges are additional where not specifically mentioned. All quotations are subject to carrier space & equipment availability. All weight and dimensions are subject to carrier approval. All quotations are based on containers and / or packages being within legal weight limits.
- IV. Delivery / pick up rates are based on live load/unload unless otherwise noted. Waiting time will be charged for each additional hour thereafter at either the estimated hourly rate or, if no estimate has been given, at the rate that is usual when the waiting time is incurred.
- V. All delivery / pick up rates are based on services rendered between regular business hours, that is to say from Monday to Friday, from 8 AM until 5 PM, and are based on business pick up / deliveries only / and premises having an available loading / unloading dock. Any request for additional services is not included in our quotation unless stated.
- VI. Customs exams fee, duty, taxes and any other government charges are not included in our quote unless specifically mentioned.
- VII. This quotation does not include marine insurance either. We strongly suggest you request to have your goods transport insured. Insurance rates are available on request.
- VIII. Detention and demurrage charges will be applicable for shipments wherein customers have exceeded the standard free time applicable both in the import & export cycles.
- IX. Storage charges at sea port / airport or warehouse incurred by shipments that are not collected by their owners: in the event of the goods being abandoned or uncollected, all the freightage, terminal expenses, warehousing charges at the seaport / airport or warehouse and customs charges, as well as the eventual costs of returning the goods shall be paid by whom who has contracted the carriage service. In case of abandonment of cargo, the customer as well as both shipper and consignee on any transport document issued for this cargo shall remain fully liable for all costs that arise from the removal and / or disposal of the abandoned goods and all related costs and fees.
- X. Forwarding quotations cover general cargo only, Quotations for dangerous goods, over length cargo, upper deck cargo, perishable, valuable cargo and / or cargo not suitable for stowage in standard 20' and 40' containers (ocean freight) are only available on request.
- XI. By requesting this quotation, the Customer warrants to Röhlig Nederland B.V., its agents and successors, that both the transportation of the cargo and the cargo itself for which this quotation is given, do not and will not violate any applicable law of the European Union, the United Nations, the USA or of individual Countries which have adopted in the fight against terrorism or which impose trade restrictions, such as embargoes and/or sanctions. In the event that such transportation violates any applicable law or regulation, the customer will defend, indemnify, and hold-harmless Röhlig Nederland B.V., its agents and successors from any and all liability, costs, expenses, and attorney's fees resulting from such violation. Röhlig Nederland B.V. assumes no obligation to undertake or assist Customer in any remediation of any such violation.
- XII. In regards to Sea Freight shipments loaded at, or discharged from, vessels at all United States ports. Carrier intends to enter into Negotiated Rate Arrangements (NRA) with its customers where applicable. This proposal is an offer to you to enter into a confidential Negotiated Rate Arrangement (NRA). You may accept this offer by (1) sending us an email specifying the Rate Proposal Number and stating that you accept the rates; (2) signing and sending the signed Rate Proposal back to us; or (3) by booking or tendering cargo in accordance with this offer. Notice: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT." Your acceptance will cover all shipments during the term of this Agreement, subject to any later amendment to which both parties agree.
- XIII. The principal must inform the freight forwarder and abide at the time of giving the instructions, to all regulations concerning marine safety regulations (e.g. SOLAS) and needs to provide instructions if trademark and industrial property rights of third parties e.g. license restrictions arising from the Ownership of the product as well as statutory provisions and official restrictions which may cause problems in the order procedure.
- XIV. Where no credit arrangements have been agreed, payment for all charges is required COD (Cash on Delivery) or by Advanced Payment. The only forms of payment accepted are cashier's check or money order.
- XV. All freight and ancillary charges as per agreement are due and payable to Röhlig Nederland B.V. regardless of the existence of, or planned lodgment of, a claim or any other reason by either the customer, consignor or consignee, as Dutch Forwarding Conditions General Conditions of the FENEX. All freight and charges are even due and payable in case the goods were to arrive at destination with damages, delay and/or shortages.
- XVI. Röhlig Nederland B.V. shall never be liable for any delay of whatsoever kind or length, unless a specific date of delivery has been agreed in the quotation. Such date shall only be provided upon specific request of the customer. Failing such prior request, all dates of delivery provided by Röhlig Nederland B.V. should always be considered a non-binding indication of expected delivery, subject change without further notice.
- XVII. If either Party delays or fails to perform its obligations hereunder, that Party will be excused to the extent that such delay or failure (a) is caused by an event, occurrence or condition beyond its reasonable control and (b) has not been caused and/or contributed by the fault or negligence of the affected Party. This will include: Acts of God; floods, windstorms, natural disasters; epidemics and pandemics (declared and undeclared); fires or explosions not foreseeable or preventable by Röhlig Nederland B.V.; wars (declared or undeclared), riots, civil

unrest, sabotage or acts of terrorists not foreseeable or preventable by Röhlig Nederland B.V.; strikes, lockouts, labor unrest; actions by any governmental authority (whether later found to be invalid); court injunction or order; or embargoes. The Party affected by a Force Majeure event must without undue delay provide written notice to the other, explaining in detail the full particulars and expected duration of the Force Majeure event, and shall use its best efforts to remedy the delay if it can be remedied.

XVIII. Any claims or disputes arising out of or in connection herewith the contractual relationship between the parties shall be governed by Dutch law and shall be finally settled in accordance with the rules of arbitration of the International Chamber of Commerce in The Hague to the exclusion of due process of law.

XIX. Our rates are calculated based on the greater of the total weight or actual weight of the total volume. The calculations of estimated gross weight are based on the highest of the following indicators:

| Type of Transport | Volume calculation |
|-------------------|---|
| Airfreight | 1 m ³ = 167 kg |
| Sea freight | 1 m ³ = 1,000 kg (minimum 1 m ³ or 1 ton) |
| Truck | 1 m ³ = 333 kg |

XX. For information regarding our data-privacy, please visit and refer to: <https://www.rohlig.com/data-privacy>