

The following general terms and conditions of offer and transport apply to all road, rail, inland waterway, sea and air transports and/or combinations thereof (multimodal transports) as well as other, non-freight forwarding services organized by Conceptum Logistics Istanbul Nakliyat A.Ş (hereinafter will be referred to as “**Conceptum Logistics**” and/or “**We**”).

I. Validity

1. We work exclusively based on our general terms and conditions below (the “**Terms & Conditions**”).
2. In the event of inconsistencies between the provisions of Turkish Law and the following Terms and Conditions, the Terms and Conditions shall prevail without prejudice to mandatory international rules, conventions and further written agreements approved by us relating to offer.

II. General Part

1. Scope of application of the Terms and Conditions

- 1.1 The Terms and Conditions, which is shared with the Principal during the submission of the offer, apply to all road, rail, air, inland waterway and sea transports and/or combinations thereof (multimodal transports) as well as non-forwarding services organised by us or instructed by us as principal. The Validity and General Part according to clauses I and II apply to all our contracts. The additional conditions of clauses III. – VII. apply to contracts concerning the respective transport route. Non-forwarding services are additionally subject to clause VIII.
- 1.2 These Terms and Conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Principal shall only become part of the contract if and to the extent that we have expressly consented to their application in writing. This requirement of consent shall apply in all cases, including, for example, even if we execute the order without reservation in the knowledge of the Principal's general terms and conditions.
- 1.3 The Principal hereby declares and accepts that they have read the entire Terms and Conditions and understood the provisions under this Terms and Conditions, and that this Terms and Conditions shall apply to them. The issuance of order by the Principal confirms full acceptance of this Terms and Conditions, which shall prevail over the Principal's terms and conditions (if any) in the event these contradict with or deviate from this Terms and Conditions.

2. Conclusion of contract

- 2.1 Unless otherwise specified in our offers, our offers are subject to change and non-binding. They are based on the freight rates and tariffs valid at the time of the offer and are exclusive of all surcharges and subject to final shipment details. In addition, our offers and the rates/details therein are valid for 15 days unless otherwise is stipulated in the Terms and Conditions which is sent via e-mail.
- 2.2 Orders and their amendments/modifications shall only be valid when given in writing. The order by the Principal shall be deemed to be a binding contract offer. Unless otherwise stated in the order, we are entitled to accept this contract offer within 14 days as of the date of receipt of the relevant order by us. Acceptance is affected by written order confirmation to be issued by us.

- 2.3 Unless expressly stated otherwise, our offers relate exclusively to harmless goods of customary quality.

- 2.4 Our offers are to be treated as strictly confidential and may not be forwarded or otherwise made accessible to third parties without our written permission. The Principal acknowledges that in the event of any breach of the confidentiality obligation, in addition to and without prejudice to our right to claim compensation for any material and non-material losses, the Principal shall pay an amount corresponding to 50% of the contract price to us as a penalty. Payment of the agreed penalty shall not allow the Principal to continue the infringement of this provision. The Principal accepts and undertakes that the penalty amount is not excessive and cannot be subject to reduction.

- 2.5 Unless otherwise agreed in writing, any type of transport and liability insurances are not part of our contractual obligation and the offer. The Principal shall be responsible for the arrangement and costs of its own insurance/s including but not limited to transport and liability insurances, freight insurances, professional indemnity insurance, third party liability insurances etc. We shall have no liability for any damages or losses if the relevant insurance is not arranged by the Principal.

- 2.6 If requested by the Principal in written form, we can arrange an optional cargo Insurance on behalf of the Principal upon the Principal's written acceptance and agreement to the additional costs offered by us for such service. The Parties agree that the requested optional cargo insurance shall be arranged on behalf of the Principal via our insurance broker. We are not to be and cannot be understood as an insurer or an insurance broker in this context. Any insurance premiums incurred shall be borne by the Principal.

3. Feasibility Study

If, in order to prepare an offer, it is necessary for us to prepare a feasibility study beforehand in order to evaluate whether it is at all possible to perform the transport requested by the Principal, we will inform the Principal accordingly. If the principal then commissions us to carry out the feasibility study, then, unless otherwise agreed in writing, we may charge for our staff an hourly rate of EUR 150, - for their work and claim all expenses (including third-party expenses), associated with conducting the feasibility study, from the Principal.

4. Prices

- 4.1 Our prices are in TRL, EUR and USD excluding surcharges, unforeseeable costs, customs clearance, taxes as well as other public charges and include exclusively the costs particularly listed in our offer.
- 4.2 The costs for packaging are only included in the contract price if agreed in writing accordingly.
- 4.3 Costs incurred as a result of measures or orders issued by public authorities or other public institutions shall,

irrespective of the legality of the measures or orders, be borne by the Principal, unless our liability and fault are proven in relation thereto.

- 4.4 All other costs charged by third parties relating to the performance of the transport, in particular truck-demurrage, storage charges, demurrage, container demurrage, detention, container detention, multi-stops ordered at short notice or costs caused by waiting times, shall be borne by the Principal.
- 4.5 Unless expressly agreed otherwise, our prices are based on normal transport and route conditions, the possibility of immediate onward dispatch and unchanged technical specifications and procedural instructions, unless the changes were foreseeable for us taking into the account the circumstances at the time of conclusion of the contract. All additional costs resulting from unforeseeable changes shall be borne by the Principal.
- 4.6 If, after the conclusion of the contract, the market prices for the services of our own subcontractors have changed significantly (e.g., but not limited to, due to an increase in freight- or charter rates for sea carriage, and/or due to an additional or modified surcharge for any transport, such as an additional or modified fuel surcharge, peak season surcharge or congestion surcharge, war risk and piracy surcharge etc.)) and/or if the fuel costs to be borne by us under the subcontracts as customary in the market have changed significantly, we shall be entitled to demand a corresponding adjustment of the contract price. In addition, any sudden market changes or government-imposed costs (including but not limited to tolls or new regulations, bylaws etc.) shall be added to the agreed-upon contract price.

5. Terms of payment

- 5.1 The determined payment term indicated in our Terms and Conditions is valid, final and definite. Our invoices are payable in the invoiced currency and without deduction. Payment by instalments or part-payments are not acceptable, unless expressly agreed otherwise in written form.
- 5.2 Should the Principal be in default with a payment, we shall be entitled to exercise all legal remedies against the Principal and the Principal will be obliged to indemnify us in full immediately upon our first demand. Furthermore, the Principal shall bear all fees (including but not limited to attorney fees), costs, below-mentioned accrued commercial interest without prejudice any further interests to be accrued and expenses and all ancillaries incurred by us. In addition, the Principal shall be obliged to pay a penalty interest with the monthly interest of 3,9% be applied to the payment amount.
- 5.3 The Principal is only entitled to offset with counterclaims or retain payments due to such claims if the counterclaims are undisputed by us or have been confirmed as final and legally binding by a finalized court judgement subject to the Clause 16 of this Terms and Conditions.
- 5.4 We are entitled to assign our claims against the Principal also without the Principal's consent.

6. Obligations of the Principal; Sanctions and Embargoes

- 6.1 Unless otherwise agreed, the Principal is obliged to comply with all relevant regulations on (international) sanctions and embargoes with regard to the contractually agreed transport and other logistics services provided by us and to prove this to us by submitting the relevant documentation that the order does not violate any provision of these regulations, in particular, but not limited to the economic or financial sanctions or trade embargoes or other comprehensive prohibitions against transaction activity pursuant to anti-terrorism laws or export control laws imposed, administered or enforced from time to time by the European Union; the United States; the United Nations Security Council; the United Kingdom; Turkey; or the respective governmental institutions of any of the foregoing including, without limitation, Her Majesty's Treasury, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government in relation to the Russia-Ukraine conflict or others. The same shall apply with regard to compliance with all applicable provisions of customs and export control law. The Principal shall draw our attention to any relevant restrictions. In the event of a respective restriction, we may refuse to perform the contract in which case the Principal will have no right to pursue any kind of claim against us. In addition, the Principal shall indemnify us against all claims of third parties asserted against us due to this violation of his obligations under this clause 6.1.
- 6.2 Any fines, delays and costs/fees due to the Principal's non-compliance with applicable legislation and regulation including but not limited to sanctions and customs regulations shall be borne solely by the Principal and the Principal shall hold us harmless of any claims or allegations against us in relation thereto.
- 6.3 Unless otherwise agreed in writing, all packages must be provided with sufficient lifting and lashing points and the goods must be stackable and over-stowable, wooden packaging must comply with HPE&ISPM 15 standards. In the event of a breach of this obligation, delays shall be borne by the Principal, and we may claim compensation for any additional costs and any kind of damage incurred by us as a result.

7. Liability

We are liable in accordance with the provisions of the international rules and conventions including but not limited to the following:

- **International road transportation (CMR policy):** The transportation of goods by road is governed by the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR), except for articles 24 and 26. The liability limits for CMR policy will be applied as per the applicable law.
- **Sea freight (Bill of lading Policy):** The transportation of goods by sea is governed by the Bill of Lading Policy. The liability limits for Bill of Lading Policy will be applied as per the applicable law.
- **Convention on Limitation of Liability for Maritime Claims (LLMC):** The limit of liability for claims arising

from the transportation of goods by sea is governed by the LLMC. The liability limits indicated under the LLMC will be applied as per the applicable law.

- **Hague Rules:** The transportation of goods by sea is governed by the Hague Rules. The liability limits indicated under the Hague Rules will be applied as per the applicable law provided that it does not conflict with the LLMC above.
- **Airfreight (AWB Policy):** The transportation of goods by air is governed by the Air Waybill Policy. The liability limits for AWB Policy will be applied as per the applicable law.
- **MC99 (Montreal Convention 1999):** The transportation of goods by airway is governed by the MC99. The liability limits indicated under the MC99 will be applied as per the applicable law.
- **Railway (SMGS railway bill policy):** The transportation of goods by railway is governed by the SMGS Railway Bill Policy. The liability limits for SMGS Railway Bill Policy will be applied as per the applicable law.
- **CIM (Uniform Rules Concerning the Contract of International Carriage of Goods by Rail):** The transportation of goods by railway is governed by the CIM. The liability limits indicated under the CIM will be applied as per the applicable law.
- **Intermodal transportation (Intermodal Bill of lading policy):** The transportation of goods by intermodal transportation is governed by the Intermodal Bill of Lading Policy. The liability limits for Intermodal Bill of Lading Policy will be applied as per the applicable law.
- **Warehousing/terminal handling (liability coverage of terminal/warehouse operator/owner):** The liability coverage of terminal/warehouse operator/owner will be applied as per the applicable law.
- **Other services (terms and conditions, liability coverage of any 3rd party providers subcontracted by Conceptum Logistics):** The terms and conditions, liability coverage of any 3rd party providers subcontracted by Conceptum Logistics will be applied as per the applicable law.

8. Limitation of Liability

- 8.1. It is agreed by the Principal that we are qualified and shall be regarded as a company entitled to limit liability under any applicable convention for the Limitation of Liability for Maritime Claims notwithstanding that we may have secured space on board the relevant vessel by means of a slot charter, bill of lading, waybill or other contract of carriage. Subject to any law compulsorily applicable to us to the contrary, and save to that extent, the fund to which we may limit its liability in respect of all claims arising out of an incident shall be that part or proportion of the limitation fund applicable to the actual carrier that is available for our claims against the actual carrier.
- 8.2. If the Hague Rules are applicable by national law, our liability shall in no event exceed the limit provided in the applicable national law. If the Hague Rules are applicable otherwise

than by national law, our liability shall in no event exceed 100 Euro per package or unit. Total compensation shall in no circumstances exceed 2 SDRs per kilo of gross weight of the Goods lost or damaged (SDR means Special Drawing Right as defined by the International Monetary Fund). In any event, our liability shall not exceed the limit of EUR 5,000,000. - per claim and EUR 7,500,000 in total per year in accordance with our applicable Forwarders and Carriers Liability Insurance policy.

- 8.3. We do not undertake that the goods shall arrive at the port of discharge or place of delivery on/at any particular date or time or to meet any particular market or use, and we shall in no circumstances be liable for delay or for any indirect or special or consequential loss or damage or any punitive damage whatsoever incurred by the Principal.

- 8.4. We shall not be responsible for loss or damage to the goods occurring before the receipt of the goods by us or upon the loading of the goods to any means of transport to be delivered to the Principal or its designee. We shall be liable for loss or damage to the goods occurring between the time when we receive the goods and the time of loading of the goods only to the extent set out in this Terms and Conditions.

9. Relief from Liability

- 9.1. We shall be relieved of liability for any loss or damage if such loss or damage was caused by any force majeure and other events indicated below:
 - (a) Act of God,
 - (b) Act of War,
 - (c) Act of public enemies,
 - (d) Arrest or restraint of princes, rulers or people or seizure under legal process,
 - (e) Quarantine restrictions, pandemics,
 - (f) An act or omission of the Principal, his agent, his consignee, his representative or sub-contractor,
 - (g) Compliance with instructions of any person entitled to give them,
 - (h) Insufficiency of or defective condition of packing or marking,
 - (i) Handling, loading, stowage or unloading of the goods by or on behalf of the Principal,
 - (j) Inherent vice of the goods,
 - (k) Latent defects not discoverable by due diligence,
 - (l) Fire, unless caused by the actual fault or privity of us,
 - (m) Strike, lock-out, stoppage or restraint of labour, from whatever cause, whether partial or general,
 - (n) Riots and civil commotions,
 - (o) Any cyber-attacks or data breaches,
 - (p) Any cause or event which we could not avoid and the consequences whereof we could not prevent by the exercise of reasonable diligence.

- 9.2. If we are requested by the Principal to procure carriage by an

inland carrier beyond the place of delivery (or the port of discharge if no place of delivery is named), such carriage shall be procured by us as agent only to the Principal and we shall have no liability whatsoever for such carriage or the acts or omissions of such inland carrier.

10. Sub-Contracting

- 10.1. We shall be entitled to subcontract the whole or any part of the carriage on any terms whatsoever, including liberty to further subcontract.
- 10.2. The Principal further undertakes that no claim or allegation in respect of the goods (i.e. the whole or any part of the cargo and any packaging received from the Shipper and includes any equipment or container not supplied by or on behalf of us) shall be made against us by any person/company, other than in accordance with this terms and conditions, which imposes or attempts to impose upon us any liability whatsoever in connection with the goods or the carriage, whether or not arising out of negligence on the part of us and, should any such claim or allegation nevertheless be made, to indemnify us against all consequences thereof.
- 10.3. Our subcontractors and their subcontractors (if any) shall fully comply with these Terms and Conditions including but not limited to Clause 2.4 and Clause 6 above. Otherwise, they shall be liable for any allegations/claims pursued against us by the Principal and any third parties and they shall fully indemnify us upon our first demand.

11. Description of Goods

- 11.1. No representation is made by us as to the weight, contents, measures, quantity, quality, description, condition, marks, numbers or value of the goods and we shall be under no responsibility whatsoever in respect of such description or particulars.
- 11.2. The Principal warrants to us that the particulars relating to the goods as set out overleaf have been checked by the Principal on receipt of the relevant bill of lading and that such particulars and any other particulars furnished by or on behalf of the shipper including but not limited to the Container's Verified Gross Mass ("VGM") are accurate and correct. The Principal also warrants that the goods are lawful goods and contain no contraband, drugs or other illegal substances or stowaways, and that the goods are adequately packed and prepared for shipment, and will not cause loss, damage, or expenses to us, the vessel/vehicle/truck/aircraft/train, or to any other cargo during the carriage.

12. Principal's Responsibility

- 12.1. The Principal(s) shall be jointly and severally liable to us for the due fulfilment of all obligations of the Principal. The Principal shall comply with all statutes, ordinances, regulations or requirements of customs, port, and any other authorities relative to the goods, documentation and any other matters affecting or in any way relating thereto, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered due to any failure to so comply, or due to any illegal, incorrect or insufficient marking, numbering or addressing of the goods, and shall indemnify us in respect thereof.

12.2. The Principal shall comply with all statutes, ordinances, regulations or requirements of customs, port, and any other authorities relative to the goods, documentation and any other matters affecting or in any way relating thereto, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered due to any failure to so comply, or due to any illegal, incorrect or insufficient marking, numbering or addressing of the goods, and shall indemnify us in respect thereof.

12.3. The Principal shall indemnify, defend and hold us harmless from all consequences of any:

- (a) failure by the Principal to comply with any provision of this terms and conditions, our applicable Tariff(s), and/or any applicable circulars or contracts, laws or regulations, and/or
- (b) breach of any of the Principal's representations or warranties or undertakings herein.

12.4. The Principal's obligation to so indemnify, defend and hold harmless shall include reimbursement of all expenses or amounts spent or incurred, including legal fees and expenses, penalties or liabilities imposed, or loss of profit, directly or indirectly arising from or in connection with such failure or breach and shall not be defeated or reduced by any negligence on the part of or attributable to us.

12.5. We shall have a lien on the goods and any documents relating thereto, which shall survive delivery, for all sums payable to us under the Terms and Conditions, this general terms and conditions and the contract concluded with the Principal and for general average contributions, to whomsoever due. We shall also have a lien against the Principal or its assignees/representatives/consignees on the goods and any documents relating thereto for all sums due from the Principal to us under any other contract. For recovering any sums due, we shall have the right to sell the goods by public auction or private sale, without notice to the Principal and/or its assignees/consignees/representatives and our lien shall extend to cover the cost of recovering any sums due.

13. Modes, Route of Transport

13.1. We may at any time and without notice to the Principal: use any means of transport or storage whatsoever; transfer the goods from one conveyance to another including transshipping or carrying the same on another vessel or means of transport other than the vessel; proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever once or more often, and in any order; and/or load and unload the goods at any place or port (whether or not any such port is named herein as the port of loading or port of discharge) and store the goods at any such place or port.

13.2 The vessel shall always have liberty to dry dock, go to repair yards, shift berths, shift or re-stow the goods, and take in fuel or stores. These liberties may be invoked by us for any purpose whatsoever and anything done in accordance with this Clause or any delay arising therefrom shall not be deemed to be a breach by us of the contract.

14. Notice of Claim and Time For Suit

- 14.1. Unless notice of loss or damage and the general nature of such loss or damage is given in writing to us and our subcontractors at the Place of Delivery (or Port of Discharge if no Place of Delivery is named on the reverse hereof) before or at the time of delivery of the goods or, if the loss or damage be not apparent, within 3 days after delivery, the goods shall be deemed to have been duly delivered.
- 14.2. Where the goods have been or may have been lost or damaged during the custody of sub-Contractors, we shall be discharged from all liability whatsoever in respect of the goods if we have not caused any damage with our own fault and unless the Principal gives us notice of loss and notice of claim in time for us to comply with the requirements of the Sub-Contractors. It is the Principal's obligation to inquire as to those requirements. We not obligated to volunteer that information.
- 14.3. In any event, we shall be discharged from all liability whatsoever in respect of the goods unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

15. Termination

- 15.1 We may terminate the contract between the parties upon thirty (30) days written notice to be sent to the Principal; provided, however, we may immediately terminate the contract if the Principal shall have failed to perform or comply in any respect with any non-trivial term, condition or covenant under the contract and such non-performance or noncompliance remains uncured for a period of seven (7) days following written notice of such failure.
- 15.2 If the contract is terminated by the Principal at any time without valid and reasonable reasons acceptable to us in our sole discretion, we shall be entitled to claim compensation for any kind of related direct and indirect losses, damages, and expenses, for all other receivables and ancillaries. In addition to and without prejudice to our remedies mentioned in this Clause 15, the Principal shall immediately pay to us the penalty in the amount of 50% of the total contract value.
- 15.3 If a declaration of bankruptcy is decided by a court or a relevant competent authority against either party, or either party becomes insolvent, the other party may terminate the contract immediately without notice.
- 15.4 The parties agree that the time scales in the contract may be reasonably extended due to any delay arising from "force majeure" circumstances and other events indicated under Clause 9.1 above provided that each party uses his/its reasonable endeavours to minimize such delay. If such event indicated under Clause 9.1 above exceeds 30 (thirty) days, the parties may terminate the contract.

16. Governing Law and Jurisdiction

- 16.1 This Terms and Conditions and all matters relating to it shall be governed by and is to be construed in accordance with the laws of the Republic of Türkiye. The Parties shall use good-faith efforts to amicably settle the dispute prior to issue proceedings. Any and all disputes arising out of or in connection with this Terms and Conditions shall be brought and maintained exclusively in Istanbul Central (Çağlayan) Courts and Istanbul Central (Çağlayan) Bailiff Offices.

- 16.2 We shall not be responsible for any legal costs in the event of a frivolous or bad-faith claim carried out by the Principal. In such cases the Principal shall bear any and all legal costs in relation thereto.

- 16.3 Where the goods are subject to adverse or competing claims, we may place the goods in the custody of a court of competent jurisdiction for a determination of ownership and/or right to possession at the sole expense of the Principal, including our legal fees and disbursements. We shall have no liability to the Principal arising out of such placement and the Principal consents to the exclusive jurisdiction of such court.

III. Additional Conditions for Carriage by Road

1. Unless otherwise agreed between the parties, in the case of road transport, the following provisions of this part III. shall apply in addition to the provisions of numbers I. and II. of these Terms and Conditions. The provisions of this part III. shall take precedence in the event of inconsistencies.
2. The costs for permits and civil escort are included in the agreed remuneration. Excluded are costs for police escort or BF4 escort, traffic control measures, route studies, other requirements under the permit application (e.g. static calculations, etc.) as well as any required services resulting from the route reconnaissance or the permit requirements. Such costs are invoiced separately together with a flat-rate for expenses.
3. Our prices apply to the shortest customary route and include free loading and unloading times of up to 2 hours at the loading and unloading point, unless expressly agreed otherwise. Costs for detours, additional transport nights and additional operating times and truck-demurrage charges shall be borne by the Principal.
4. The loading and unloading point must be freely accessible for drivers and vehicles. Unless otherwise agreed in written form, the loading and unloading of the vehicles themselves is not part of our services.
5. Unless otherwise agreed, heavy and oversized transports are not covered with tarpaulin.
6. The following shall apply to heavy or large-volume transports, the performance of which requires a transport permit or special permit under traffic law, crane services and related assembly work:
 - 6.1 The performance of large-volume and heavy-volume transports as well as crane movements in public road traffic requires the permission or approval of the competent authority and, if applicable, further special use permits in accordance with road and street law as well as other necessary public-law permits. The contracts concluded under these conditions are subject to a condition subsequent and shall terminate if the permit or approval is refused by the competent authority. Claims for remuneration for services rendered up to that point shall remain unaffected.
 - 6.2 Insofar as traffic control measures or other requirements and ancillary provisions to maintain the safety and smooth flow of road traffic and/or to protect the road structure are ordered by the authorities, the contracts concluded under

these conditions are also subject to the condition subsequent of the timely availability of the security personnel and the timely implementation of the official safety measures.

6.3 We are entitled to withdraw from the contract to the exclusion of claims for damages if, after careful examination before or during the use of vehicles, equipment or working devices of all kinds and despite all reasonable efforts to prevent damage, substantial damage to a third party and/or own property and/or assets or personal injury is highly likely to be unavoidable. The exclusion of claims for damages shall not apply if we have failed to exercise the due care of a prudent businessperson (carrier). In the event of withdrawal, in the case of crane services the remuneration shall be charged on a pro rata basis, in the case of transport services the statutory provisions shall apply.

6.4 We are entitled to interrupt the operation immediately in the event of danger to equipment, cargo, personnel and/or third parties. We shall not lose our right to claim for payment of the agreed remuneration in the event of force majeure or if obstacles could not be averted despite reasonable efforts and utmost care. Disruptions due to weather conditions do not reduce and/or affect our claim to payment of the agreed remuneration.

IV. Additional Conditions for Carriage by Inland Waterway

1. Unless otherwise agreed between the parties, in the case of inland waterway transport the following provisions of this part IV. shall apply in addition to the provisions of the numbers I. and II. of these Terms and Conditions. The provisions of this clause IV. shall prevail in the event of inconsistencies.
2. In the event of unforeseen waterway closures, stops due to high or low water, obstructions due to ice or other waiting times for which we are not responsible, we are entitled to charge the Principal a demurrage rate which may have been agreed with the inland waterway vessel for such events.
3. Any necessary substructure and/or ballast for load distribution is excluded and must be agreed separately.

V. Additional Conditions for Carriage by Sea

1. Unless otherwise agreed between the parties, in the case of sea transport the following provisions of this part V. shall apply in addition to the provisions of numbers I. and II. of these Terms and Conditions. The provisions of this clause V. shall prevail in the event of inconsistencies.
2. Surcharges shall be invoiced as valid at the time of the transport/service/shipment ("v.a.t.o.s.") against proof. This applies, for example, to additional and/or modified sea freight surcharges (for example including, but not limited to, peak season surcharge, congestion surcharge, fuel surcharges (taking into account, amongst others, the so-called „BAF“ – Bunker Adjustment Factor) etc.) or short-term rate increases due to market conditions.
3. The transport shall be made on board a vessel, shipping company and flag of our choice. There are no restrictions in

respect of the age, or the flag of the vessels employed, unless otherwise agreed in written form.

4. Necessary special loading gear (traverses, shackles, etc.) is to be provided by the Principal.
5. Break bulk shipments and container shipments of any kind shall be loaded with "deck option".
6. If VGM data are not provided on time or are incorrect, any costs incurred as a result shall be borne by the Principal.

VI. Additional Conditions for International Carriage by Rail

1. Unless otherwise agreed between the parties, in the case of international rail transport the following provisions of this part VI. shall apply in addition to the provisions of numbers I. and II. of these Terms and Conditions. The provisions of this clause VI. shall prevail in the event of inconsistencies.
2. The Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM) and the Convention concerning International Carriage of Goods by Rail (SMGS) shall apply to international carriage by rail.
3. Unless otherwise agreed, we shall provide suitable wagons and loading units at the agreed place of loading before the commencement of the transport. The Principal shall inspect the wagons and loading units provided for their suitability and for visible defects before loading and shall inform us immediately of any complaints. The Principal is responsible for loading and unloading, unless otherwise agreed.
4. Cargo units provided to us by the Principal must be operationally safe and suitable for the cargo and the cargo must be stowed in an operationally safe and cargo-safe manner. The Principal must provide proof of the operational and cargo safety of the stowage. The Principal shall be liable for damage caused by unsuitable, defective or unsafe cargo units or stowage.
5. The Principal shall issue a CIM/SMGS consignment note. If the Principal places the transport order without using a CIM/SMGS consignment note, he is liable for the correctness and completeness of all the information contained in the transport order.

VII. Special Conditions for Carriage by Air

1. Unless otherwise agreed between the parties, in the case of carriage by air the following provisions of this part VII. shall apply in addition to numbers I. and II. of these Terms and Conditions. The provisions of this clause VII. shall prevail in the event of inconsistencies.
2. Any fuel and safety surcharges together with any other surcharges are invoiced against a proof and as applicable at the time of transport/service/shipment (v.a.t.o.s.).
3. We are not responsible for the goods having the status "secure" (depending on applicability SPX - Secured for Passenger Aircraft or SCO-Secured for Cargo aircrafts Only). Shipments without "secure" status will incur additional charges, which are not included in the quoted prices and are invoiced at cost and against written proof.

VIII. Liability for independent, non-freight forwarding services, especially independent consultancy services.

1. Claims for damages and compensation against us regardless of which legal grounds only exist pursuant to the following terms of this clause and are otherwise excluded.
2. We are liable under the statutory provisions for culpably caused injury to life, limb and health with wilful misconduct and gross negligence.
3. If there is no event which falls within sub-clause 2 above, our liability for loss or damage is excluded in the event of simple negligence, i.e. unless we have breached an essential material contractual obligation with our gross fault.
4. Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and the liability of our vicarious agents.

CONCEPTUM LOGISTICS İSTANBUL NAKLİYAT A.Ş.

<https://www.conceptum-logistics.com/en/gtc/>

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Rachel L. Kellett

Group Chief Business Development Officer (Group CBDO)



Burak Sebli

Chief Administrative Officer (CAO)



Deniz Gezgin

Chief Business Development Officer (CBDO)