The following 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 warehousing and other non-freight forwarding services organised by the China based companies of the Conceptum Logistics Group.

I. Scope of Application

1. The following general terms and conditions (the "Terms") govern the contractual relationship between the Company and the Principal and apply to all Services provided by either party to the other unless otherwise agreed in writing. By requesting or accepting the Company's Services, the Principal agrees that these Terms shall exclusively apply to all quotations, offers, bookings, instructions and contracts concluded with the Company.
2. These Terms shall not apply to the extent that it conflicts with the mandatory provisions of the laws and administrative regulations of the People's Republic of China ("PRC", for the purpose of these Terms only, excluding Hong Kong, Macau and Taiwan region). If any provision of the Terms is inconsistent with such mandatory provisions, the mandatory provisions shall prevail, and the conflicting part of the Terms shall be invalid under the laws of the People's Republic of China.

II. General Part

1. Scope of Application of the Terms

1.1 The Terms apply to all road, rail, air, inland waterway and sea transports and/or combinations thereof (multimodal transports) as well as warehousing and non-freight forwarding services, organised by us or instructed by us as principal (the "Services"). The General Part according to this clause II. applies to all our contracts. The additional conditions of clauses III. – VII. apply to contracts concerning the respective transport route. Non-freight forwarding services are additionally subject to clause VIII.

1.2 These Terms 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 "Company" shall mean Conceptum Logistics (China) Co., Ltd., its subsidiaries, related companies, agents and/or representatives; "us", "we", "our" and "ours" refers to "the Company".

1.4 "Consignee" shall mean the (natural or corporate) person to whom the Goods shall be delivered.

1.5 "Goods" shall mean any goods which are subject to Services provided by the Company.

1.6 "Principal" shall mean the person for which the Company is rendering the Services or which is rendering services to the Company, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, Consignees, etc. It is the responsibility of the Principal to provide notice and copy(s) of these Terms to all such agents or representatives.

1.7 "Writing" or "written" shall include communication via e-mail.

2. Conclusion of Contract

2.1 Unless otherwise specified in our written 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.

2.2 The written 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 fourteen (14) calendar days. Acceptance is effected by written order confirmation.

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

2.4 Our offers and order confirmations are to be treated as strictly confidential and may not be forwarded or otherwise made accessible to third parties without our written permission. In case of violation of the foregoing sentence, the Principal shall indemnify the Company against all loss and damage suffered as a consequence of passing such information on to any third party.

2.5 Unless agreed otherwise in writing, transport, cargo and project liability insurances are not part of the offer.

3. Feasibility Study

If, in order to prepare an offer, it is necessary for us to prepare a feasibility study beforehand to evaluate whether it is possible at all 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, we may charge for our staff an hourly rate of CNY 500,- for their work and claim our expenses from the Principal, unless agreed otherwise.

4. Prices

4.1 Our prices are in CNY and/or USD excluding customs clearance, taxes as well as other public charges and include exclusively the costs listed in our offer and foreseeable costs.

4.2 The costs for packaging are only included in the contract price if agreed accordingly in writing.

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, multistops ordered at short notice or costs caused by waiting times, shall be borne by the Principal. This shall not apply if and to the extent our liability and fault are proven in relation to the costs incurred.

4.5 Unless expressly agreed otherwise in writing, 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 account the circumstances at the time of conclusion of the contract. All additional costs resulting from unforeseeable changes shall be borne by the Principal. This shall not apply if and to the extent our liability and fault are proven in relation to the costs incurred.

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, etc.) and/or if the fuel costs to be borne by us under the subcontracts as customary in the market have changed significantly, both parties shall be entitled to demand a corresponding adjustment of the contract price.

5. Terms of Payment

5.1 Our invoices are payable within **fourteen (14) calendar days** after receipt of the invoice in the invoiced currency and without deduction. Payment by instalments or part-payments are excluded.

5.2 Should the Principal be in default with a payment, we shall be entitled to declare all possible further claims existing against the Principal to be due for payment. Furthermore, the Principal shall bear all fees, costs and expenses incurred by us, or, with regard to an assigned claim, by an assignee arising from and in connection with necessary legal proceedings, including any default action and collection proceedings, at home and/or abroad.

5.3 If the Principal fails to make any due payment, the Principal shall pay interest on the overdue amount at a rate of TWICE the prevailing Loan Prime Rate (LPR) issued by the National Interbank Funding Center for the same period. Such interest shall accrue on a daily basis from the due date for payment until actual payment of the overdue amount in full, whether before or after judgement. The payment of interest and the fixed sum shall be without prejudice to our right to claim for further costs or damages arising from the late payment.

5.4 The Principal is only entitled to offset with counterclaims if the due counterclaims have been confirmed as final and legally binding by a court of competent jurisdiction or expressly been admitted by us in writing. We have the right of retention for due counterclaims against the Principal. Payments by the Principal shall always be offset in such order and manner as we determine in our absolute discretion, notwithstanding any purported appropriation by the Principal.

5.5 **We shall have a general lien on all goods and documents relating to goods in our possession, custody or control for all sums due from the Principal to us on any account whatsoever and shall be entitled to sell such goods in accordance with applicable law if such sums remain unpaid after reasonable notice. The Principal is entitled to prohibit the exercise of the lien by granting an equivalent security for its claims, such as a directly enforceable bank guarantee.**

5.6 We may at any time assign, transfer, charge and otherwise deal with any of our rights or receivables without the consent of the Principal. The Principal may not assign, transfer or otherwise dispose of any rights or obligations without the prior written consent of us.

5.7 Any claims the Principal may have against us for (re-)payment shall – to the extent permitted by law – primarily be offset against existing claims we hold against the Principal and shall otherwise become due no earlier than thirty (30) calendar days after receipt of a verifiable notice of claim and submission of all documents required to assess the claim. If claims are disputed as to their merits or amount due to substantiated objections, their due date is deferred until the points in dispute have been resolved. Payments are made without acknowledgment of any legal obligation.

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 Services 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: (i) the sanctions imposed by the European Union in relation to the Russia-Ukraine conflict; (ii) the Export Control Law of the PRC the Regulations on the Administration of Dual-Use Items Export of the PRC, the Anti-Foreign Sanctions Law of the PRC and all relevant PRC regulatory lists including Unreliable Entity List and Counter-sanction List; and (iii) binding resolutions issued by the United Nations Security Council. 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. Any fines, administrative penalties, seizure losses, third-party claims, legal costs, attorney fees and reputational damages incurred to us arising directly or indirectly from the Principal's failure to perform the above compliance obligations, misdeclaration, concealed controlled goods or incomplete supporting documents shall be fully indemnified by the Principal without limitation..

6.2 The Principal shall pack the goods and, if required, clearly and permanently label and mark all goods with their required identifications.

6.3 The Principal shall inform us in writing about the type and nature of the goods, the gross weight, dimensions and value of the goods, special handling requirements and other information necessary for dealing with the goods and/or requested by us.

6.4 The Principal shall be responsible for loading and unloading of the Goods. Our responsibility for the Goods starts when loading on the vehicle is complete and ends when the Goods are tendered for unloading.

6.5 Unless otherwise expressly agreed in writing, the Principal shall be solely responsible for ensuring that the goods are properly, safely and sufficiently packed, marked, labelled, documented and prepared for the agreed transport, handling, lifting, lashing, securing, stowage, transshipment, customs clearance and delivery operations, taking into account the nature, weight, dimensions, centre of gravity, sensitivity and other specific characteristics of the goods. The packaging, marking and preparation of the goods, including wooden packaging, lifting points, securing points and lashing points, shall comply with all applicable PRC laws and regulations, the laws and requirements of the countries of export, transit and destination, and all applicable international standards, rules and guidelines, including ISPM 15 (International Standards for Phytosanitary Measures, issued by the Food and Agriculture Organization of the United Nations (FAO)) standards, where relevant. Unless the Principal expressly declares otherwise in writing before conclusion of the contract and we expressly accept such declaration in writing, the goods shall be deemed suitable for ordinary stacking, stowage and over-stowage operations. We shall not be obliged to inspect internal condition, technical sufficiency or regulatory compliance of the packaging, lifting points, securing points, lashing points or related documents. Any delay, waiting time, storage charge, demurrage, detention, re-packing, re-marking, inspection, certification, handling cost, additional transport cost, fine penalty, loss, damage or third-party claim arising out of or in connection with insufficient, defective, non-compliant or unsuitable packaging, marking, documentation or preparation of the goods shall be borne by the Principal, and the Principal shall indemnify and hold us harmless in respect thereof, without prejudice to any mandatory liability regime applicable under applicable law or applicable international conventions.

7. Impossible Delivery; Failure of Acceptance

If delivery of the goods is not possible due to incorrect instructions or the failure of the Consignee to accept the goods, we shall be entitled to store, return or otherwise deal with the goods, or any part thereof, - including disposing of the goods after giving reasonable notice - at the sole risk of the Principal, and our liability in respect of the goods, or that respective part thereof, shall wholly cease. All additional costs incurred by us, including but not limited to storage, handling, delivery attempts and administrative charges, shall be borne by the Principal. We have no liability whatsoever for any delay, loss or damage arising from such failure of instructions or acceptance.

8. Dangerous Goods

8.1 We will only provide Services in respect of Goods which are or may become dangerous, hazardous, inflammable, explosive, toxic, radioactive, corrosive or otherwise of a damaging nature (the "Dangerous Goods"), where the nature of such Dangerous Goods has been disclosed to us in advance and we have expressly agreed in writing to do so.

8.2 The Principal shall be liable for all loss or damage and shall indemnify us against all liabilities, loss, damage, costs, fines, penalties, claims and expenses whatsoever (including legal expenses on a full indemnity basis) arising out of or in connection with the tendering of Dangerous Goods without our prior written consent.

8.3 If in the reasonable opinion of the Company the Goods constitute Dangerous Goods, the Company may at any time, without liability to the Customer, (i) refuse to accept the Dangerous Goods, (ii) unload, store, neutralise or render them safe, (iii) destroy or otherwise dispose of the Dangerous Goods or (iv) take any other steps deemed reasonably necessary to deal with the Dangerous Goods. All costs incurred shall be borne by the Principal.

9. High-Value and Special Goods

9.1 We will only provide Services in respect of Goods that are of high-value, theft-attractive, fragile, temperature-sensitive or otherwise require special handling, security or equipment (the "Special Goods") where the nature of such Special Goods has been disclosed to us in advance and we have expressly agreed in writing to do so.

9.2 Unless otherwise agreed in writing, the Principal warrants that the Goods do not constitute Special Goods.

9.3 If any Special Goods are tendered without prior disclosure and our prior written consent, we shall have no liability for any loss, damage, delay, cost or expense arising out of or in connection with such Special Goods.

10. Liability

10.1 We are liable in accordance with the statutory provisions of applicable law and mandatory provisions of International Conventions, such as, but not limited to the Convention on the Contract for the International Carriage of Goods by Road (the "CMR"), the Uniform Rules concerning the Contract for International Carriage of Goods by Rail (the "CIM"), the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading (the "Hague-Visby Rules"), the Convention for the Unification of Certain Rules for International Carriage by Air (the "Montreal Convention 1999"). These international

Conventions only apply when they are mandatorily applicable to the relevant mode of transport. If our Services are subject to such an International Convention our liability shall be restricted in accordance with the limits prescribed therein and shall not exceed such limits in any circumstances.

10.2 **Without prejudice to sub-clause 10.1, our liability for loss of or damage to the Goods during transport – including but not limited to cases where the mode of transport or the place and/or time of loss or damage is unknown – shall be limited to the lesser of: (i) a sum at the rate of 2 Special Drawing Rights as defined by the International Monetary Fund ("SDR") per kilogram of gross weight of the Goods lost or damaged; or (ii) the value of the Goods at the place and time they were accepted for carriage. In any event, our total aggregate liability arising from any one event or series of connected events shall not exceed CNY 7,500,000.00 unless a higher limit has been expressly agreed in writing.**

10.3 **Our liability for loss of or damage to the Goods while in our custody for Warehousing shall be limited to the lesser of: (i) a sum at the rate of 2 SDR per kilogram of gross weight of the Goods lost or damaged; or (ii) the value of the Goods at the place and time they were accepted for storage. In any event, our total aggregate liability arising from any one event or series of connected events shall not exceed CNY 250,000.00, unless a higher limit has been expressly agreed in writing. In the case of inventory discrepancies our liability is limited to a maximum of CNY 500,000.00 per year, regardless of the number and form of inventories carried out and the number of incidents of damage that caused the inventory discrepancy.**

10.4 **Our liability for pecuniary damages of any kind, including but not limited to those deriving from delay, shall be limited to twice the amount of the agreed freight payable for the relevant shipment, subject in any case to a maximum of CNY 750,000.00 per occurrence.**

10.5 **Notwithstanding any other provision(s) herein, our total aggregate liability to the Principal howsoever arising out of or in any way directly or indirectly related to the Services whatsoever, shall not exceed CNY 7,500,000.00 per calendar year.**

10.6 **Under no circumstances shall we be liable for (i) any indirect damages including, but not limited to, loss of profit, revenue or business, loss of market or production, loss of anticipated savings, loss of reputation or goodwill, or any other consequential or indirect loss whatsoever; (ii) loss or damage arising from insufficient or improper packaging, marking, labelling or addressing of Goods by the Principal; (iii) loss or damage caused by handling, loading or unloading performed by the Principal or third parties instructed by the Principal; (iv) inherent vice or natural deterioration or shrinkage of the Goods; (v) Force Majeure events beyond our reasonable control; (vi) loss or damage caused by an act, neglect or default of the master, mariner, pilot or any other person in the service of the vessel, in the navigation or in the management of the ship.**

10.7 Nothing in these Terms shall limit or exclude our liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) any liability which cannot lawfully be excluded by applicable law.

10.8 All our servants, agents, subcontractors and other persons engaged by us in the performance of the Services shall be entitled to the benefit of all limitations and exclusions of liability contained in these Terms.

10.9 **Subject to any mandatory limitation period prescribed by applicable law or any applicable international conventions, we are discharged from all liability unless: (a) notice of claim is given in writing within fourteen (14) calendar days of delivery (or the date when delivery should have occurred) in cases of visible or apparent damage, or twenty-one (21) calendar days of delivery (or the date when delivery should have occurred) in cases of concealed damage; and (b) suit is commenced in case of transport within nine (9) months of delivery (or the date when delivery should have occurred) and in case of warehousing and storage within nine (9) months of the event giving rise to the claim.**

11. Force Majeure

11.1 Unless mandatory statutory provisions stipulate otherwise, events of Force Majeure shall completely release the parties from their performance and liability obligations for the duration of their effects and, insofar as they render performance impossible, provided that the other party is informed immediately of the existence of Force Majeure and its foreseeable effects and duration. In particular, we shall not be liable for damages, loss, delays or impediments to performance that are directly or indirectly attributable to Force Majeure.

11.2 "Force Majeure" means all extraordinary, external, unforeseeable and unavoidable events that cannot be prevented even with the application of utmost care that can be reasonably expected, such as, but not limited to, natural disasters (like storms, floods, earthquakes, fires), (civil) war, acts of terrorism, pandemics, general labour unrest (like strikes), widespread IT failures, sudden government measures (such as border closures, driving bans), large-scale traffic disruptions.

11.3 Additional costs incurred as a result of Force Majeure – including but not limited to demurrage, detention, standby charges, port or terminal fees, storage costs, detours, waiting times and other additional expenses – shall be borne by the Principal, unless our liability and fault are proven in relation thereto.

11.4 Where possible, we will seek instructions from our Principal in the event of Force Majeure. If the Principal does not provide instructions immediately or if it is not possible or not possible in a timely manner to obtain instructions, we shall, for the purpose of mitigating losses or safeguarding the Principal's economic interests to the greatest extent possible, be entitled at our reasonable discretion to take the necessary measures at the Principal's expense.

12. Sub-Contracting

We shall be entitled to subcontract the whole or any part of the Services on any terms whatsoever, including liberty to further sub-contract.

13. Termination

13.1 The Principal has the right to terminate the contract at any time without giving reasons. If the contract is terminated by the Principal, we shall be entitled to the agreed charges in full, less any costs and expenses reasonably saved as a result of such termination and subject to our duty to take reasonable steps to mitigate our loss.

13.2 Both parties may terminate the contract with immediate effect by written notice for good cause. For us, good cause exists in particular if a subcontractor used for our performance terminates the contract without us being responsible or fails to perform the contract for other reasons and we are unable to procure an equivalent replacement within a reasonable period of time.

14. Law and Jurisdiction

14.1 The competent courts of the place where the Company is domiciled shall have jurisdiction for all disputes between the Company and the Principal (except those concerning cross-border air carriage); this shall also apply to disputes concerning the formation of a contract. In the case of contracts of international carriage by road or rail, the jurisdiction of the aforementioned courts , is in addition to the jurisdictions provided for by the CMR or CIM, and in all other cases it is exclusive. Chinese law applies.

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. The provisions of this part III. shall take precedence in the event of inconsistencies.
2. Unless otherwise agreed, 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 writing, the loading and

unloading of the vehicles themselves is not part of our services.

5. Unless otherwise agreed in writing, heavy-lift and oversized transports are not covered with tarpaulin.

6. The following shall apply to heavy-lift and oversized 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 heavy-lift and oversized 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. Claims for remuneration for services rendered up to that point shall remain unaffected.

6.3 We are entitled to withdraw from the contract without any liability 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 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. 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. 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 writing

4. Necessary special loading gear (traverses, shackles, etc.) is to be provided by the Principal.

5. Loading, discharge, stowage, lashing and seafastening of the cargo shall be carried out in a proper and customary manner in accordance with applicable laws and subject to the relevant IMO (International Maritime Organization) guidelines and standards (including but not limited to the Code of Safe Practice for Cargo Stowage and Securing ("CSS Code")). Any special requirements or measures exceeding these guidelines and standards and resulting from instructions or requests of the principal, its agents, the cargo interests' representatives, a Marine Warranty Surveyor appointed by or on behalf of the principal or the principal's insurer, or third parties engaged by the principal - including additional technical parameters such as weight contingency factors, dynamic amplification factors or other engineering specifications not forming part of the agreed scope of work - shall be considered additional services. Any additional costs and expenses directly resulting therefrom shall be borne by the principal; such costs and expenses may be invoiced to the principal separately and at cost, including a management fee of fifteen percent (15%). Where practicable, such additional requirements shall be documented in writing prior to their implementation. The same shall apply to additional requirements of the master of the vessel, provided that such requirements are customary and/or reasonably necessary for the safe performance of the relevant transport and do not arise from circumstances within our sphere of responsibility or risk. The foregoing cost allocation shall not prejudice any mandatory liability regime applicable under Chinese law or applicable international conventions, nor our liability, if any, arising from breach of any mandatory duty of care, warning or cooperation incumbent on us in connection with loading, discharge, stowage, lashing or seafastening operations.

6. Unless otherwise agreed in writing, break bulk shipments and container shipments of any kind shall be loaded with "deck option".

7. The Principal shall inform us about all relevant data in the compulsory form relating to safety statutes (e.g. International Convention for the Safety of Life at Sea [SOLAS]). If VGM (Verified Gross Mass") 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. The provisions of this clause VI. shall prevail in the event of inconsistencies.

2. The 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 in writing.

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. Additional 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. The provisions of this clause VII. shall prevail in the event of inconsistencies.

2. Any fuel and safety surcharges are invoiced against 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. Additional Conditions for Warehousing

1. Unless otherwise agreed between the parties, in the case of ordered storage or warehousing services ("Warehousing"), the following provisions of this section VIII. shall apply in addition to numbers I. and II. of these Terms. The provisions of this clause VIII. shall prevail in the event of inconsistencies.
2. Unless expressly agreed otherwise, Warehousing takes place at third party facilities only. Unless expressly agreed upon in writing, the Principal has no right to storage at a specific facility. Access by the Principal or its agents to the warehousing premises shall require prior notice to us and shall be within normal business hours.
3. Unless agreed otherwise in writing, the Goods may be wholly or partially stored outdoors.
4. Upon arrival of the Goods at the warehouse, we will only inspect the Goods' apparent external conditions. Any visible damage or shortages detected will be documented and reported to the Principal. We are not obligated to further investigate; in particular, we are not obliged to check the Goods for completeness, condition, weight, content or value or to carry out technical, functional or qualitative checks. Our responsibility for the Goods starts when they are accepted for storage.
5. We will not issue a warehouse receipt as document of title. Warehouse arrival or storage confirmations are for informational purposes only.
6. Unless agreed otherwise in writing, there is one physical inventory inspection every three months.
7. Upon receiving clear written instructions by the Principal, we shall organise the release from storage of the Goods, or parts thereof, within reasonable time. Fixed deadlines for the outsourcing of Goods are only valid if they have been expressly agreed upon in writing. Our responsibility for the Goods ends when they are tendered for collection.
8. If the Principal does not accept the Goods released from storage and tendered for collection, we shall (re-)store or otherwise deal with the Goods or any part thereof, - including disposing of the Goods after giving reasonable notice -, at the Principal's sole risk and expense; any transport costs and other additional expenses shall be borne by the Principal.

IX. Liability for Independent, Non-Freight Forwarding Services, especially Independent Consultancy Services

1. Claims for damages and compensation against us regardless on which legal grounds only exist pursuant to the following terms of this clause and are otherwise excluded.
2. To the maximum extent permitted by applicable law, any liability of us, irrespective of its legal basis, shall be excluded. Any mandatory statutory liability under applicable law shall remain unaffected.
3. 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.

X. Personal Information Protection

1. In the course of providing Services under these Terms, the Company may collect and process personal information of the Principal, consignees, cargo owners and their authorized representatives, including without limitation full names, contact phone numbers, email addresses, identity document information and shipment-related cargo data. All such personal information shall be processed solely for the purposes of performance of transportation, warehousing, customs declaration and other agreed logistics services, and shall not be collected, used or disclosed for any unrelated commercial marketing or other irrelevant purposes without separate written consent from the data subject.
2. The Company shall take reasonable technical and administrative security measures to protect the collected personal information, and shall not illegally disclose, sell or provide such personal information to any unauthorized third party, save for circumstances required by mandatory PRC laws, administrative regulations or formal orders issued by competent governmental authorities.
3. The Principal or relevant data subjects reserve the right to submit a written request to the Company to access, rectify or delete their personal information held by us, provided that reasonable identity verification procedures shall be completed prior to handling such requests. The Company shall respond to valid deletion requests within a reasonable period as required by the Personal Information Protection Law of the People's Republic of China.
4. The Principal warrants that it has obtained all necessary legal consents from relevant natural persons before providing their personal information to the Company. The Principal shall fully indemnify the Company against all fines, administrative penalties, compensation payments, litigation costs and legal expenses arising from the Principal's failure to obtain valid consent or provision of false personal information.
5. All processing activities set forth in this Section X. shall be governed mandatorily by the Personal Information Protection Law of the People's Republic of China and other applicable data protection regulatory provisions of the PRC.

XI. Miscellaneous

1. All clauses contained in these Terms concerning limitation of liability, exemption from liability, lien over Goods, overdue interest, exclusion of indirect losses, unilateral termination and allocation of costs are material terms bearing substantial interests of the Principal. <u>**Note**</u>**: By placing an order or accepting any Services provided by the Company, the Principal confirms that it has fully read, thoroughly understood all contents of these Terms, and that the Company has drawn the Principal's prominent attention to the aforesaid material clauses.**
2. The Principal confirms that the Company has taken reasonable steps to bring to the Principal's attention to the clauses in these Terms that exclude or limit the Company's liability, and has, upon the Principal's request, provided explanations of such clauses. The Principal further acknowledges and confirms that it has been given the opportunity to review and understand all the terms and conditions of these Terms.

CONCEPTUM LOGISTICS GROUP

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

Status: 24th August 2026

Conceptum Logistics (China) Co., Ltd.:

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Felix Sun
Chief Executive Officer (CEO)

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Colin Wang
Chief Operating Officer (COO)

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Lychee Li
Chief Administrative Officer (CAO)