

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 India 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 and/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 prevail without prejudice to mandatory provisions of applicable national and international law and conventions. Such mandatory provisions shall apply only to the extent they cannot legally be contracted out of.

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 to the extent applicable therein. 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. Any deviating, conflicting or supplementary general terms and conditions of the Principal shall apply only to the extent that we have expressly consented to their application in writing and specifically identified as overriding these Terms. In all other respects, these Terms shall prevail. 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 (India) Pvt Ltd; "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 and/or ordered to 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 sent to the designated contractual email address, with receipt deemed on confirmation of delivery.

2. Conclusion of Contract

- 2.1 Unless otherwise specified in our written offers, our offers are subject to change and are non-binding. They are based on the freight rates and tariffs which are valid and applicable at the time of making 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 by the Company pursuant thereto the order shall become binding on the parties.
- 2.3 Unless expressly stated otherwise in writing, our offers relate exclusively to harmless goods of customary quality.
- 2.4 Our offers, order confirmations and correspondence are to be treated as strictly confidential and may not be forwarded or otherwise made accessible to third parties without our prior written permission. In case of violation of the foregoing obligation, the Principal shall indemnify and hold the Company harmless against all losses, liabilities, damages,

claims, costs and expenses, including legal costs, arising out of or in connection with such disclosure.

- 2.5 Any collection dates, delivery dates, arrival dates (and/or Estimated Time of Arrival or "ETA"), transit times or other time indications stated in an offer, order confirmation, booking or other documentation and/or correspondence is an estimate only and is not guaranteed unless the Company expressly agrees in writing that it is a fixed or guaranteed time. Any such estimate is subject to carrier schedules, space and equipment availability, customs and regulatory processes and events beyond the Company's reasonable control.
- 2.6 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 at the earliest available opportunity. If the Principal then commissions us to carry out the feasibility study, we may charge for our staff an hourly rate of USD 150.00 for their work and claim our expenses from the Principal, unless expressly agreed otherwise.

4. Prices

- 4.1 Our prices are in INR, EURO, USD or such other currency as stated in the specific contract/offer entered into between the parties, excluding customs clearance, taxes as well as other public charges and strictly include only the costs listed in our offer and reasonably foreseeable direct costs.
- 4.2 The costs for packaging are only included in the contract price if agreed by the parties accordingly in writing.
- 4.3 Costs and expenses incurred by either party 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 solely by the Principal, except to the extent caused by Company's breach, negligence, misconduct or failure to comply with applicable law 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 and such costs are supported by invoices.
- 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. All additional costs resulting from changes which were not reasonably foreseeable to us, taking into account the circumstances at the time of conclusion of the contract, shall be borne by the Principal.

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, which are supported by documents, both parties shall be entitled to demand a corresponding adjustment of the contract price to that limited extent.

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 any deduction. Payment by instalments or part-payments are excluded, unless otherwise agreed in writing by the Company.
- 5.2 Should the Principal be in default with a payment in view of the above sub-clause, we shall be entitled to declare all possible further claims

- existing against the Principal to be due for payment on an immediate basis without the 14 calendar days due period. Furthermore, the Principal shall bear and/or re-imburse, as applicable, 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 but not limited to any default action and collection proceedings, at home and/or abroad.
- 5.3 If the Principal fails to make any payment as per its due date, the Principal shall pay interest on the overdue amount at a rate of twenty percent per annum (20 % p.a.). 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, during or after judgement. The Principal shall also reimburse the Company for reasonable and documented costs of recovery, including legal costs, subject to applicable law. Any statutory rights of the Company in relation to delayed payment remain unaffected. The payment of interest and recovery costs shall be without prejudice to our right to claim for further costs or damages arising from the late payment and any other reliefs as available under applicable law.
 - 5.4 The Principal is only entitled to offset with counterclaims if the due counterclaims have been adjudicated and 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 unilateral appropriation by the Principal.
 - 5.5 We shall have a general lien on all goods and documents relating to goods owned and/or beneficially owned by the Principal, 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 and in any case after the due date as set out in Clause 5.1. The Principal is entitled to avoid the exercise of the lien by granting an equivalent security for the Company's dues and claims, such as a directly enforceable bank guarantee of a nationalised bank or any other manner as expressly agreed by the Company.
 - 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 our prior written consent.
 - 5.7 Any claims that the Principal may have against us for (re-)payment shall – to the extent permitted by applicable law – primarily be offset with written notice to us, 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 relevant 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. Nothing in this clause shall postpone or extinguish a claim contrary to any mandatory law or applicable convention.
6. **Obligations of the Principal; Sanctions and Embargoes**
 - 6.1 Unless otherwise agreed, the Principal is obliged to comply with all sanctions, export-control, embargoes and regulation 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 the measures of India, the United Nations, European Union and any other jurisdiction whose laws lawfully apply to the transaction. 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 at any given time with notice to the Principal. In addition, the Principal shall indemnify us against liabilities, fines, penalties and reasonable costs including but not limited to claims of third parties asserted against us due to the violation of his obligations under this clause.
 - 6.2 Unless expressly agreed otherwise in writing, the Principal shall pack the goods and clearly and permanently label and mark all goods with their required identifications.
 - 6.3 The Principal shall inform us in advance and 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. In any event, we are not in any manner responsible for the quality of the Goods.
 - 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 English 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 for whatever reasons, 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 and costs 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 solely be borne by the Principal. We have no responsibility and/or liability whatsoever for any delay, loss or damage arising from such failure of instructions or acceptance at the relevant time.
 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. Where carriage of such goods is agreed in writing, the goods must be classified, packed and labelled in accordance with the statutory regulations, if any, of the applicable law.
 - 8.2 The Principal shall be liable for all loss or damage and shall indemnify us against all liabilities, loss, damage, costs, fines, penalties, third party claims, other 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

- and/or advance notice 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 in a manner required to be done or (iv) take any other steps deemed reasonably necessary to deal with the Dangerous Goods. All costs and expenses incurred by us including third party expenses 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 in the manner prescribed above, 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, where no mandatory liability regime prescribes a different limit, our liability for loss of or damage to the Goods during transport 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 cases where the value of Goods is not declared in advance and the mode of transport or the place and/or time of loss or damage is unknown, our liability shall be limited to the higher of: (i) 2 SDR per kilogram of gross weight of the Goods lost or damaged; or (ii) 666.67 SDR per package or unit of the Goods lost or damaged. In cases where the mode of transport or the place and/or time of loss or damage is unknown and no carriage by sea or inland waterway is involved, our liability is limited to 8.33 SDR per kilogram of gross weight of the Goods lost or damaged. In any event, our total aggregate liability arising from any one event or series of connected events shall not exceed USD 1,000,000.00, 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 USD 35,000.00, unless a higher limit has been expressly agreed in writing. In the case of inventory discrepancies our liability is limited to a maximum of USD 70,000.00 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 USD 100,000.00 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 USD 1,000,000.00 per Principal per calendar year.
- 10.6 Under no circumstances shall we be liable for (i) any indirect or consequential damages whether foreseeable or not, including but not limited to, loss of profit, revenue or business, loss of market or production, loss of anticipated savings, third party claims, 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 or acting as agents or affiliates of the Principal; (iv) inherent vice or natural deterioration or shrinkage of the Goods; (v) Force Majeure events; (vi) any 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 to that extent 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 release the parties from their performance and liability obligations (except for any accrued payment obligations) for any delay in the performance of, or inability to perform an obligation under this Contract which is directly caused by or results from a Force Majeure Event, for so long as the inability to perform continues provided that the other party is informed immediately and in any case within 24 hours after becoming aware of the Force Majeure event, of its existence and 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. Failure to give notice within the stipulated period shall not invalidate the defence where timely notice was itself prevented by the Force Majeure Event, but the affected party shall remain responsible for avoidable loss caused by unreasonable delay in giving such notice.
- 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. Notwithstanding the foregoing, the affected party shall make all reasonable efforts to prevent, minimise and thereafter mitigate any delays or costs occasioned by any Force Majeure Event, including recourse to alternative acceptable sources of services, equipment, materials and use all reasonable efforts to ensure resumption of normal performance of the Contract to the maximum extent practicable.
- 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.
- 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 be entitled at our reasonable discretion to take the necessary measures at the Principal's costs and expenses.

- 11.5 Notwithstanding the above terms, if the Force Majeure continues for more than ninety (90) calendar days, either party (in addition to rights of parties under Clause 13) shall have the right to terminate the individual contract affected by such Force Majeure with immediate effect by written notice to the other party. It is clarified that the said termination in any manner does not affect any sums already accrued and/or due under the contract and shall be paid as necessary under the contract.

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 subcontract.

13. Termination

- 13.1 Either party may terminate the contract without giving reason on seven (7) calendar days' prior written notice, unless a different notice period is agreed for the relevant Services. Termination shall not affect Services already commenced or accrued rights and liabilities. If the Principal cancels or terminates a booked or commenced shipment or project and/or other Services, the Principal shall pay charges for Services performed, non-cancellable third-party commitments and reasonable cancellation costs, less costs reasonably saved by the Company.
- 13.2 Either party may terminate the contract with immediate effect by written notice for good cause and/or any material breach of the obligations under this contract. 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. The Company is also entitled to suspend or terminate affected Services immediately where the Principal fails to pay an undisputed amount when due, becomes insolvent or subject to analogous proceedings, or where continued performance would be unlawful, unsafe or prohibited by applicable sanctions or trade-control requirements.

14. Law and Jurisdiction

- 14.1 The courts of Mumbai 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 courts of Mumbai, is in addition to the jurisdictions provided for by the CMR or CIM, and in all other cases it is exclusive. Indian 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 in writing, the costs for permits and civil escort are included in the agreed remuneration. Excluded are costs for police escort or BF4/governmental 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, navigational obstructions 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 onboard 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 and the Principal shall bear the reasonable additional costs directly resulting therefrom including a management fee of fifteen per cent (15%) unless otherwise agreed upon by the parties. 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 English 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.
8. The Principal shall indemnify the Company against all fines, claims, losses, delays, charges and expenses arising from any inaccurate, incomplete or late VGM declaration or breach of this clause, except to the extent caused by the Company's breach, negligence or wilful misconduct.

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 to the extent applicable. Any Indian rail segment shall remain subject to applicable Indian law and the terms of the relevant rail operator, to the extent mandatory.
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 and in advance, 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 condition. Any visible damage or shortages detected will be documented on an as is basis 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 per year.
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, the Company shall not be liable for indirect or consequential loss arising from independent consultancy or other non-freight-forwarding Services. In any case, the Company's liability for indirect or consequential loss arising from such services cannot exceed USD 20,000.00. Any mandatory statutory liability or defences available to the Company 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.

CONCEPTUM LOGISTICS GROUP

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

Status: 21st September 2026

Conceptum Logistics (India) Pvt Ltd.:

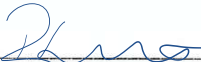
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Abraaham Mylacave
Chief Executive Officer (CEO)



Bhavana Shah
Chief Commercial Officer (CCO) /
Deputy Chief Executive Officer (Deputy CEO)



Rachel Kellett
Chief Business Development Officer (CBDO)