

STANDARDS TERMS AND CONDITIONS

The Company : SBA Cargo Ltd and its sister companies.

The Customer: When determining any rights or liabilities of the Company under these conditions, the word “Customer” shall include the party giving instructions, the shipper, the consignee, and the owner of the goods.

1. Acceptance of Conditions

Any instructions received by the Company from the Customer for the supply of services shall constitute acknowledgement by the Customer that it has received, understands and agrees to be bound by these Conditions and will be bound by these Conditions. Such instructions received by the Company from the Customer for the supply of services and/or any supply of goods shall also constitute authorisation for the Company to act on behalf of the Customer in accordance with these Conditions.

Any other party receiving delivery of goods or other services from the Company, including but not limited to receivers of goods, acknowledges and agrees to be bound by these Conditions and will be bound by these Conditions from the time it has received delivery of goods or other services from the Company.

The Company shall not be bound by any agreement purporting to waive or vary these Conditions unless such agreement to so waive or vary shall be in writing and signed by an executive officer of the Company.

Every employee, sub-contractor or agent of the Company shall have the benefit of all Conditions herein, as if such Conditions were expressly for their benefit. In entering into whatsoever agreement for the purpose of the Services, the Company, to the extent of those Conditions, does so not only on its own behalf, but as agent and trustee for such employee, subcontractor and agent.

2. Freight Forwarding Services (“the COMPANY”)

The Company offers its services on the basis of these conditions that apply to all activities of the Company in arranging transportation or providing related services, such as, but not limited to, warehousing and any other kind of logistics services. The Company may provide its services as either principal or agent. The Company acts as agent of the Customer, except

- (a) where it issues a transport document or electronic record evidencing its obligation for the delivery of goods, or
- (b) to the extent it physically handles goods by its own employees and equipment in the course of performing any service in which cases it acts as principal,

but whether acting as principal or as agent these conditions govern the rights and liabilities of the Customer and the Company.

- ROLE AS AGENT

When acting as an agent, the Company acts solely on behalf of the Customer in engaging the services of third parties on the usual terms and conditions on which the third parties offer such services for the

carriage, storage, packing or handling of any goods, or for any other service in relation to them, thereby establishing a direct contract between the Customer and the provider of such services capable of being enforced by the Customer as principal, whether or not the Customer is identified in the contract. The Company shall on demand by the Customer provide evidence of any contracts made on its behalf.

- ROLE AS PRINCIPAL

Where requested by the Customer the Company may

- (a) issue a transport document or electronic record by which it as principal undertakes carriage of particular goods; or
- (b) guarantee in writing proper performance of the terms of any contract between the Customer and a third party whose services the Company has engaged on behalf of the Customer.

Where it issues a transport document or electronic record, or provides a guarantee, the rights and obligations of the Company will be governed by the special conditions therein in addition to these conditions, and in any event the Company is liable only to the same extent as the third party who performs the carriage or guaranteed service, as may be limited by the conditions on which that party customarily offers its services. In the event of any inconsistency with these provisions, the special conditions prevail.

3. The Company's general responsibilities

(A) The Company shall exercise reasonable care in the discharge of its obligations including the selection and instruction of third parties that provide any services engaged on behalf of the Customer.

(B) The Company shall arrange transport and any related services within a reasonable time after receiving the Customer's instructions.

(C) If it has reasonable grounds for departing from any of the Customer's instructions, the Company can do so without prior authorization from the Customer, but must act with due regard to the interests of the Customer, and, as soon as possible, inform the Customer of its actions and any additional charges resulting therefrom.

4. Customer's obligations

The Customer (on behalf of itself, any shipper, consignor and any consignee) warrants to the Company that:

- (a) it will provide all documents, information and assistance required by the Company to comply with the requirements of any government authorities in an accurate and timely fashion as required by those government authorities;
- (b) it will observe all provisions of any government authority;
- (c) it will keep all and any information provided by the Company or any person acting on its behalf confidential save as where, the Company grants its permission to the Customer to disclose such information or where, the disclosure of such information is required by law;
- (d) it has complied with all laws and regulations of any government authority relating to the nature, condition, packaging, handling, storage and carriage of the Goods.
- (e) the Goods are packed to withstand ordinary risks of handling storage and carriage, having regard to

their nature;

(f) the Goods will not damage or cause loss to any Containers, other goods, or other equipment;

(g) the Goods and their carriage do not contravene any laws;

(h) at delivery of the Goods to the Company, it will provide a document setting out the number of pallets delivered to the Company which shall be countersigned by the Company.

(i) the Customer is the legal owner of the Goods or legally entitled to authorize their carriage; and

(j) the Customer has complied with all requirements in particular in relation to verification of gross mass of cargo units and cargo carried in certain Containers, and have provided all necessary information as requested from time to time by the Company.

Without limiting the effect of these Conditions, the Customer agrees to indemnify and keep indemnified the Company for any liabilities, losses, damages and costs incurred as a result of any breach by the Customer of any of the warranties set out in these Conditions.

5. Customer's general indemnity

The Customer shall upon first written demand, defend, indemnify and hold harmless the Company from and against all claims, liabilities, losses, damages, penalties, obligations, causes of action, interest, costs (including legal costs) and expenses arising from or connected with or out of

1. any claims, enforcement actions, fines, or costs which are the result of the Customer's controlled actions, or recalls or retrievals of the Goods;
2. any product liabilities relating to the nature of the Goods unless caused by the Company's negligence or willful misconduct;
3. acts, negligence or default of the Customer or Merchant; or
4. the Company acting in accordance with the Customer's instructions;
5. a breach of warranty or obligation by the Customer;
6. the Customer's inaccurate or incomplete or ambiguous information or instructions;
7. the fraudulent or criminal act of the Customer; or
8. violations by the Customer of any applicable laws including but not limited to those relating to the protection of the environment or public health.

Advice and information in whatever form may be given are provided by the Company for the Customer only and the Customer shall defend, indemnify and hold harmless the Company from and against all claims, liabilities, losses, damages, costs and expenses arising out of any other Person relying on such advice or information.

The Customer undertakes that no claim shall be made against any employee, sub-contractor or agent of the Company which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Goods or any services provided or to be provided by the Company. If any such claim should nevertheless be made, the Customer shall indemnify the Company against all consequences thereof upon first written demand.

All customs and/or excise duties, costs, fines or penalties which the Company becomes liable to pay for any reason whatsoever in respect of the Goods and any documentation relating to the Goods pursuant to any applicable laws or regulations (whether or not resulting from or arising out of the negligence of the Company) shall be paid by the Customer.

6. Dangerous goods

The Customer shall not tender for the provision of Services by the Company any Dangerous Goods without presenting to the Company a full description disclosing their nature and any information required by the Carrier and in any event the Customer shall be liable for all death, bodily injury, loss and/or damage thereby caused and shall indemnify the Company for such liability.

If, in the opinion of the Company or the Carrier, the Goods are or are liable to become of a dangerous, inflammable, explosive, volatile, offensive or a damaging nature, they may at any time be returned, destroyed, disposed of or abandoned or rendered harmless by the Company or the Carrier on the Company's behalf without compensation to and at the cost of the Customer.

7. Perishable cargo

Goods, including Goods of a perishable nature, shall be carried in ordinary Containers or packaging without special protection, services or other measures unless there is noted on the reverse side of this bill of lading and/or any other contract of carriage that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specifically equipped Container or packaging or are to receive special attention in any way. The Customer undertakes not to tender for Carriage any Goods which require refrigeration, ventilation or any other specialised attention without giving written notice of their nature and the required temperature or other setting of the thermostatic, ventilation or other special controls. If the above requirements are not complied with, the Company shall not be liable for any loss of or damage to the Goods howsoever arising.

The Customer should note that refrigerated Containers or packaging are not designed

(a) to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and the Company shall not be responsible for the consequences of cargo being presented at a higher temperature than that required for the Carriage; nor

(b) to monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and the Company does not guarantee the maintenance of any intended level of humidity inside any Container or packaging.

Any term "apparent good order and condition" when used in a bill of lading or any other contract of carriage with reference to goods which require refrigeration, ventilation or other specialised attention does not mean that the Goods, when received, were verified by the Company as being at the carrying temperature, humidity level or other condition designated by the Customer.

The Company shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialised machinery, plant, insulation and/or apparatus of the Container or packaging, Vessel, conveyance and any other facilities, provided that the Company shall before and at the beginning of the Carriage exercise due diligence to maintain the Container supplied by the Company in an efficient state.

8. Quotation and Fees

Quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision. Unless otherwise provided in the quotation the Company may, after acceptance, revise quotations or charges upon notice in the event of changes beyond the Company's control, including changes in exchange rates, rates of freight, carrier surcharges, or any charges applicable to the goods. Fees shall be deemed fully earned on receipt of the Goods by the Company and shall be paid and non-returnable in any event.

The Customer is primarily liable for the payment of all Fees whether the same, or any of them, are to be pre-paid or to be collected.

All Fees shall be paid without any set-off, counterclaim, deduction or stay of execution.

The Company at its discretion may request an advance to cover Fees, duties, charges, taxes and/or whatsoever other expenses payable before the Company's invoice is rendered. Forthwith upon such written request being made, the Customer shall make such advance to the Company.

When the Company is instructed to collect Fees and/or whatsoever other expenses from any third party other than the Customer, the Customer shall remain responsible for the payment of the Fees and/or expenses. The Customer shall forthwith upon first written demand pay the Company such Fees and/or expenses or any balance thereof together with interest (if applicable) without deduction or set-off or counterclaim. Without prejudice to the generality of the foregoing, this provision shall apply when the Goods are refused by any Person entitled to delivery or confiscated by the customs or any Relevant Authority or for any reason it is in the opinion of the Company not practicable or impossible to arrange for the delivery and/or return of the Goods.

9. Insurance

Where the Customer so desires, the Company shall, upon prior written instructions given by the Customer and accepted in writing by the Company, act solely as agent of the Customer using reasonable efforts to arrange insurance coverage incorporating waiver of subrogation for and on behalf of the Customer at the Customer's expenses. The Company does not warrant or undertake any such insurance shall be accepted by the insurance company or underwriters. All insurances effected by the Company are subject to the usual exceptions and conditions of the policy of the insurance company or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to affect a separate insurance on the Goods. Where the underwriters dispute their liability for whatsoever reasons, the Customer, as the assured, shall have recourse against the underwriters only.

10. Failure to take delivery

If events or circumstances, including a Customer's failure to take delivery, occur that affect performance of the Customer's mandate, the Company shall take reasonable steps to obtain the Customer's further instructions. If for whatever reason it does not receive timely instructions, the Company may

- (a) store the goods at the sole risk and expense of the Customer, or
- (b) sell the goods immediately and without further notice, and hold any net proceeds for the account of the Customer or

(c) authorize any third party to abandon carriage and make the Goods or any part of them available to the Customer at a place that is reasonable in the circumstances.

11. Lien on Goods

The Customer hereby grants to the Company, its servants and agents a general lien on any Goods and any documents relating to those Goods, and a right to sell the Goods and documents whether by public or private sale or auction without notice, for all sums payable by the Customer to the Company including freight, demurrage, Container detention charges, Container repair costs, Container cleaning costs, duty, fines, penalties, salvage, average of any kind whatsoever and without limitation and for any and all debts, charges, expenses or other sums due and owing by the Customer or its servants or agents. In addition, the lien shall cover the costs and expenses of exercising the lien and of such a sale including reasonable legal and administrative costs. The lien and rights granted by this Clause shall survive delivery of the Goods and the Company shall be entitled to retain the proceeds of sale of the Goods in respect of any outstanding amounts referred to in this Clause. Where the proceeds of sale are not sufficient to cover all amounts payable to the Company, the Company is entitled to recover any deficit from the Customer. The Company sells or otherwise disposes of such Goods and any other documents as principal and not as agent and is not the trustee of the power of sale.

12. General exclusion of liability

In addition to every exemption or immunity whatsoever that the Company is entitled to be benefited under these Conditions, the Company shall in any event and in all cases, whatsoever be relieved of liability for any loss or damage if such loss or damage was caused by or resulted from but not limited to:

1. the wrongful act or neglect of the Customer and/or the Merchant;
2. compliance with the instructions of the Customer and/or the Merchant and/or any Person entitled to give them;
3. wrongful, false, incorrect, inaccurate or insufficient description of Goods or other particulars declared by the Customer of the Goods;
4. lack of, insufficiency of, or defective condition of packing of the Goods;
5. handling, loading, stowage, or unloading of the Goods by the Customer;
6. inherent vice and/or ordinary wear and tear of the Goods;
7. insufficiency or inadequacy of marks or numbers on the Goods, covering or unit loads;
8. pre- and post-Services loss and/or damage;
9. riots, civil commotion, strikes, lockouts, stoppage or restraint of labor from whatsoever course;
10. military actions;
11. nuclear incident;
12. Force Majeure;
13. fire or flood, unless caused by the actual fault or privity of the Company or storm and their consequences;
14. saving or attempting to save life or in avoidance of any risk during performance of the Services;
or
15. any cause or event which the Company could not avoid by the exercise of reasonable diligence.

The Company shall not in any event, be under any liability whatsoever for any special, incidental, indirect, consequential, exemplary loss or damage or pure economic loss or damage of any kind (including without limitation loss of market, profit, revenue, business or goodwill) regardless of whether such loss or damage was reasonably foreseeable, arises in tort or otherwise or whether the Company was actually told of the possibility of such loss or damage howsoever caused.

13. Special exclusion of liability

Notwithstanding anything in this agreement to the contrary, in no event shall AA be liable under or in connection with this agreement for direct, indirect, special or consequential losses or damage of any kind, regarding the following cargo:

1. Dangerous goods or hazardous commodities
2. Live animals
3. Antique, works of art, paintings, and similar interests
4. Gold, Silver or other precious metals or alloys
5. Currency, coins, bank notes, cheques, securities, or credit cards
6. Accounts, bills, deeds, bonds, negotiable documents, or other evidence of debt
7. Military Goods and/or goods for military purpose
8. Cellular or Mobile phones of any description.

And/or Cargo and/or containers carried to, from and/or via countries against which the USA, the UN or the EU applies economic and trade sanctions.

14. Limitation of liability

Subject to these Conditions and any applicable laws, the Company shall only be liable to the Customer for the type of loss or damage set out below attributed to the act, negligence or default of the Company or the Company's agents, and subject to the financial limits stated: -

(a) physical loss of or damage to the Goods, but not exceeding the lesser of:

1. the net invoice value of the Goods;
2. the reasonable cost of repair in the case of physical damage;
3. US\$ 3.00 per gross kg of the Goods lost, damaged or mis-delivered;
4. US\$ 50.00 per Package or Cargo Unit;
5. US\$ 500.00 per cubic meter where the Goods cannot be categorized as Package and/or Cargo Unit; or
6. the Service Fees paid or payable by the Customer for the particular consignment of Goods or the Services.

(b) physical loss of or damage to property of any for mentioned Goods, but not exceeding the lesser of :

1. the depreciated value of the container or vehicle or property;
2. the reasonable cost of repair in the case of physical damage; or
3. the Service Fees paid or payable by the Customer for the particular consignment of Goods or the Services.

- (c) Delay, mis-delivery or mis-direction in the delivery of the Goods, but not exceeding the lesser of :
1. actual and direct loss or damage suffered by the Customer; or
 2. the Service Fees paid or payable by the Customer relating to the Goods which have been delayed, mis-delivered or mis-directed.

In no event shall the Company's liability under one or more of Clauses 14 (a) through (c) exceed US\$100,000.00 per event arising from a common cause.

If there is no invoice value for the Goods, the compensation shall be calculated by reference to the value of such Goods at the place and time when they are delivered to the Customer or Merchant or should have been so delivered. The value of the Goods shall be fixed according to the current market price or, if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

15. Notice of loss and or damage, time-bar

Receipt by the person entitled to the delivery without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.

In the case of loss of, damage or delay to cargo, a written complaint must be made immediately upon receipt of the goods or within 3 days if the loss/damage is not apparent.

In case of delay or non-delivery a written complaint must be made within 21 days from the date the goods should have been delivered.

The Company shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought in the proper forum and written notice thereof received by the Company within one (1) year of their delivery or the date when the Goods should have been delivered

16. General average clause

The customer shall defend, indemnify and hold harmless the Company in respect of any general average claim that may be made against the Company and the Customer shall provide such security as may be required by the Company.

17. Force majeure

Neither Party shall be deemed to be in breach of these Conditions, or otherwise be liable to the other party, by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to any event of Force Majeure or which it has notified the other party; and the time for performance of that obligation shall be extended accordingly.

18. Law and jurisdiction

These Conditions and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Cyprus and the Customer irrevocably submits to the exclusive jurisdiction of the courts of Cyprus.