

GENERAL TERMS AND CONDITIONS

1. SCOPE AND FIELD OF APPLICATION

- 1.1 The General Terms and Conditions (the "GTC") apply in respect of the Logistics Services performed by Bertling on behalf of the Customer.
- 1.2 Terms provided in the GTC have the meaning provided in the Agreement, unless the context clearly provides otherwise.

2. APPLICABLE PROVISIONS

- 2.1 Except as otherwise provided in applicable international convention or other mandatory legislation, the General Conditions of the Nordic Association of Freight Forwarders, effective as of 1 January 2016 ("NSAB 2015") will apply to any Logistics Services performed by Bertling.

3. TIME OF DELIVERY

Unless expressly stated otherwise in the Booking Order, any times or dates for delivery are estimates and in no event shall Bertling be liable for any delay in delivery. Both Parties are aware that delays can occur from time to time. Delays in delivery of any Product shall not relieve the Customer of its obligation to accept delivery thereof.

4. INDEMNITY

Notwithstanding any other provision contained in the Agreement, the Customer undertakes to indemnify Bertling and its respective officers, directors and employees from any and all losses, damages (whether direct, indirect or consequential) or costs, without limitation, incurred by Bertling and arising out of or in connection with claims from third parties related to the Logistics Services.

5. SUB-CONTRACTORS

Bertling is entitled to engage sub-contractors for the performance of the Logistics Services under the Agreement.

6. INSURANCE

Each Party is responsible for maintaining insurances for the performance of its obligations under the Agreement, covering its obligations under the Agreement up to a reasonable extent. Each Party undertakes to provide the other Party with insurance certificates or other proof of such insurance upon the other Party's request.

7. BERTLING'S LIABILITY LIMITATION/EXCLUSION

- 7.1 To the maximum extent permitted by underlying laws, Bertling's total liability is limited to USD 1 (one) Million in the aggregate under this contract.
- 7.2 For the avoidance of doubt, Bertling will not be liable for any indirect or consequential damages, costs or loss whatsoever.
- 7.3 In addition, Bertling's liability to the Customer will be reduced by any amount that may be obtained under any insurance maintained by the Customer, unless such reduction is contrary to the Customer's agreement with the insurance provider or the Customer's rights in relation to the insurance provider are thereby prejudiced.

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- 7.4 To the maximum extent permitted by underlying laws, Bertling's liability for damages, losses and other claims arising out of or related to the incorrect Verified Gross Mass (VGM) information declaration or transmission, as may be applicable, shall be limited to the maximum amount of a freight rate for transportation of the container in question.

8. QUALITY, ENVIRONMENTAL AND CUSTOMS STANDARD

Bertling undertakes at all times to be certified according to and to comply with applicable requirements in the ISO 9001 quality system, ISO 14001 environmental system and to be an approved AEO, Authorised Economic Operator.

9. FORCE MAJEURE

Neither Party will be deemed to be in breach of the Agreement, or otherwise be liable to the other Party, by reason of any delay in performance or non-performance, of any of its obligations according to the Agreement to the extent that and for as long as such performance is prevented or delayed by causes beyond the reasonable control of that Party, including but not limited to war, fire, earthquake, embargoes, blockades, strikes, riots, failure of electric current, perils of the sea and/or political or other disturbances (Force Majeure).

10. CONFIDENTIALITY

- 10.1 Each Party undertakes that it will not disclose to any third party the other Party's business secrets or any confidential information, unless such disclosure is necessary for the performance under the Agreement, prescribed under mandatory law or pursuant to any order of court or other competent authority or tribunal. Notwithstanding the above, each Party will also always be entitled to disclose any such information as referred to in this Section 10.1 to any of its employees or its affiliates, provided that the disclosing Party ensures that confidentiality in accordance with this entire Section 10 is maintained through confidentiality undertakings with the relevant employee or affiliate.
- 10.2 Each Party undertakes, at the request of the other Party, to either return or destroy all documentation referred to in Section 10.1 including copies thereof.
- 10.3 This Section 10 will survive the termination or expiration of the Agreement and will remain in force for five (5) years after the expiry or termination (for whatever reason) of the Agreement.
- 10.4 We place great importance on data protection. We do collect and process your personal data solely to the extent that it is after all essential to undertake and safeguard our contractual provision we have been appointed on. You can contact our data protection officer at dataprotection@bertling.com, to gain more information and to erase such data. For further details, please kindly refer to our Privacy Statement at www.bertling.com.

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11. MISCELLANEOUS

- 11.1 Subject to what has been explicitly agreed upon in the Agreement, the Customer may not assign the whole or any part of the Agreement or any benefit or interest under the Agreement, without first obtaining Bertling's consent in writing.
- 11.2 The Agreement applies to the Logistics Services and constitutes the entire Agreement between Bertling and the Customer in this respect and supersedes any other prior verbal or written agreement between the Parties.
- 11.3 No modification, amendment, alteration and/or additions to the Agreement and no waiver of any provision of the Agreement will be valid or binding unless made in writing and duly signed by authorised representatives of both Parties. Furthermore, no waiver by either Party of a breach of any provision of the Agreement or the failure to enforce or apply a provision is to be considered a waiver of any subsequent breach of the same or any other provision of the Agreement.
- 11.4 If any provision of the Agreement is held by any court or other competent authority to be void or unenforceable due to inconsistency with any applicable international convention or national law, the Agreement will continue to be valid and in full force and effect as to the other provisions provided in the Agreement.
- 11.5 The Parties agree that the Agreement, and in particular the BGTC, will prevail over any general conditions or the like, used or referred to by the Customer, unless clearly and explicitly otherwise is agreed in writing, and duly signed by authorised signatories of the respective Parties

12. GOVERNING LAW

- 12.1 The Agreement is governed by and construed in accordance with the substantive laws of Sweden, without regard to its conflict of law principles.

Notwithstanding the above, the specific underlying Logistic Services resulting from the Booking Orders will be governed by any mandatory provisions contained in any applicable international convention or national law which cannot be departed from by private contract.

13. ARBITRATION

- 13.1 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, is to be finally settled by arbitration administered by the Stockholm Chamber of Commerce (the "**SCC**"). The Rules for Expedited Arbitrations are applicable, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules are to apply. In the latter case, the SCC will also decide whether the Arbitral Tribunal is to be composed of one (1) or three (3) arbitrators. The seat and place of arbitration will be Gothenburg, Sweden and the language to be used in the arbitral proceedings will be English, unless both Parties are Swedish in which case it will be Swedish.
- 13.2 Notwithstanding the above, each Party is entitled to at any time apply to a competent court for interim relief.