

## General Terms and Conditions of Business of Contracting Customers

1. Quehenberger Logistics UKR Subsidiary (hereinafter – the Company) in carrying out its economic activities shall be governed by the Laws of Ukraine “On Transport”, “On Freight Forwarding Activities”, “On Foreign Economic Activities” and other applicable laws of Ukraine, international statutory regulations ratified by the Supreme Council of Ukraine, as well as the terms and conditions of agreements concluded with customers in each individual case.
2. The list of freight forwarding services, type and description of cargo, the departure and destination point of cargo, the procedure for adjustment of the route shall be determined by the parties in the application for the provision of freight forwarding services which is an integral part of the Agreement.
3. Our fees shall include costs and expenses incurred in the organization of the transportation by air, road and sea transport. The cost of our services can include other costs: insurance premiums, customs clearance in the delivery and destination country, customs duties, government fees and other fees and taxes, SVS/RVS bonuses, forms, stamps, postage, telephone, telegram or telex expenses, fees for bills of lading and consular fees, commissions for money transfer, toll roads or other incidental expenses as agreed by the parties.
4. Our services shall be generally provided on the basis of 100% prepayment. The Agreement may stipulate other terms for payment of our services as agreed by the parties.
5. The Company shall be entitled to receive from the Customer a fee for their services and reimbursement of expenses, costs, penalties and other fees incurred in the interests of the Customer.
6. The Customer shall reimburse all costs actually incurred by the Company in execution of its orders in case of cancellation of the application/order, failure to deliver goods for shipment.
7. In case of delay in the performance of monetary obligations by the Customer we reserve the right to charge and collect a penalty and the inflation charge for the amount unpaid (underpaid).
8. We reserve the right to enter into contracts and agreements with carriers, ports, warehouses, shipping companies, airlines, their agents, freight forwarders and other entities who are residents or nonresidents of Ukraine, to carry out our duties under the Agreement with the Customer. The additional costs incurred as a result shall be reimbursed.
9. The company shall be entitled to choose or change mode of transportation, transportation route, cargo transportation procedure, as well as procedure for freight forwarding services acting in the interests of the Customer.
10. Deviation from the Customer’s instructions shall be possible only if the Customer’s interests so require.
11. We shall not be not responsible for any damage, loss, damage of cargo and/or its packaging and other losses of the Customer due to late receipt of the Customer’s applications, information and documents, as well as in case of lack of a complete, accurate and reliable information about the description, quantity, quality and other characteristics of goods, their specifications and properties, conditions of processing, handling, storage and transportation.
12. Our liability for loss\partial loss\damage of goods accepted for shipment shall be restricted by the international legal regulations for international forwarding, and will be equal to 100% costs of lost or damaged goods during the forwarding on the territory of Ukraine.
13. The company shall not be liable for the full or partial default if it was caused by force majeure (natural disasters, wars, fires, strikes) or actions of the authorities, including the acts and actions of state and local governments which created obstacles for regular, normal operation of sea and river ports, airports of Ukraine and other countries where the goods are located in the execution of this Agreement and other loading, unloading points and movement of cargo as expected by the parties to the Agreement which directly affect the ability to perform the Agreement.
14. The Agreement may be terminated by either party by giving a 30 day notice to another party or by mutual agreement of the parties.
15. All information provided by the parties under this Agreement to each other shall be considered confidential. The parties shall take all necessary precautions against its disclosure to third parties and entities.
16. All amendments, appendices and supplements to this Agreement shall form its integral part and be valid if made in writing.

Certified in accordance with OQS: ISO 9001, ISO 45001 and ISO 14001