

ALC Global: General Terms & Conditions for Freight Forwarding

I. APPLICABILITY

These General Terms and Conditions apply to all Freight Forwarding Services performed by ALC Global or associated companies. Freight Forwarding Services means services of any kind relating to the carriage, consolidation, storage, handling, packing or distribution of the goods as well as ancillary and advisory services in connection therewith, including but not limited to customs and fiscal matters, declaring the goods for official purposes, procuring insurance of the goods and collecting or procuring payment or documents relating to the goods.

II. CONCLUSION OF CONTRACT

All offers made by ALC Global or associated companies are based on and subject to these General Terms and Conditions. The order must be given to ALC Global in writing and contain the following instructions:

- kind of merchandise and descriptions or classification (e.g. dangerous goods)
- value of the goods
- type of packing with contents, numbers, quantity and weight (gross/net) of packages
- addresses of shipper/consignee
- place of delivery/receipt
- general instructions and conditions in respect of shipment, method of transportation (sea/air/road/express/groupage/breakbulk/containerized cargo, etc.)
- special instructions in respect of customs clearance, issue of documents, etc.

In case of verbally given orders these must be confirmed by letter or email. It is the responsibility of the customer to transmit the above required information correct and complete. ALC Global shall carry out its services according to the customer's instructions if accepted.

III. DELIVERY HINDRANCES

If at any time ALC Global's performance is or is likely to be affected by any hindrance or risk of any kind (including but not limited to condition of goods) not arising from any fault or neglect of ALC Global and which cannot be avoided by the exercise of reasonable endeavours, ALC Global may abandon the carriage of the goods under the respective contract and, where reasonably possible, make the goods or any part of them available to the customer at a place which ALC Global may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of ALC Global in respect of such goods shall cease. In any event, ALC Global shall be entitled to the agreed remuneration under the contract and the customer shall pay any additional costs resulting from the above mentioned circumstances.

IV. LIABILITY

ALC Global organises the freight forwarding services as agent for the Customer at its own discretion and shall devote its best attention to the organization of the transport, carriage and storage

of the entrusted goods. ALC Global shall select the appropriate means and mode of transport, as well as storage locations and shall be liable for its accurate and conscientious organization only.

1. ALC Global is not liable for acts and omissions by third parties, such as, but not limited to carriers, warehousemen, stevedores, port authorities and other freight forwarders, unless ALC Global has failed to exercise due diligence in selecting, instructing or supervising such third parties.

2. These General Terms and Conditions apply whenever any claim is made against an employee, agent or other person ALC Global engaged for the performance of the service (including any independent contractor) whether such claims are founded in contract or in tort, and the aggregate liability of ALC Global and such employees, agents or other persons shall not exceed the limit applicable to the service concerned as expressly agreed between ALC Global and the customer or following from these General Terms and Conditions.

3. ALC Global is authorized to carry out the shipment of the goods by substituting himself for the third party he would otherwise deal with on the customer's behalf. If he makes use of this right, he has the rights and obligations of a carrier pertaining to the shipment. In such case ALC Global is liable for damages to and loss of the goods in its care and custody.

With respect to services other than carriage of goods such as, but not limited to, storage, handling, packing or distribution of the goods, as well as ancillary services in connection therewith, ALC Global shall be liable only in case such services have been performed by ALC Global itself using its own facilities or employees or ALC Global has made an express undertaking to assume liability.

V. EXCLUSIONS, ASSESSMENT AND MONETARY LIMITS OF LIABILITY

1. ALC Global shall in no event be liable for:

- loss or damage to goods, which occurs whilst the goods are not in actual custody and control of ALC Global
- valuables or dangerous goods unless declared to ALC Global at the time of the conclusion of the contract
- loss following from delay unless expressly agreed in writing
- indirect or consequential loss such as, but not limited to, loss of profit, loss of market and conventional fines
- inherent vice and nature of the goods
- consequences of loading and unloading operations which ALC Global has not performed
- lack of, inadequate or defective packing, markings or stowage insofar as ALC Global has not executed the packing, markings or stowage
- war, rebellion, revolution, insurrection, usurped power or confiscation, nationalization or requisition by or under orders of any government or public or local authority
- natural disasters, acts of god, acts of robbery
- circumstances which ALC Global could not avoid and the consequence of which it was unable to prevent.

2. The value of the goods shall be determined according to the sales price as indicated in the sales invoice or, if there is no such invoice, the current market price at the time and place of taking over the goods or if there is no current market price, by reference to the normal value of the goods of the same kind and quality.
3. **The liability of ALC Global for any loss of or damage to the goods is limited to an amount equivalent of 2 SDR per kilogram of gross weight of the goods lost or damaged.**

If ALC Global is liable in respect of loss following from delay, such liability shall be limited to an amount not exceeding the remuneration relating to the service giving rise to the delay.

The aforementioned releases from and limitations of liability do not apply, if the damage was caused by intent or gross negligence of ALC Global or its management staff or by violation of fundamental duties of the contract in which case damage claims shall be limited to foreseeable, typical damage.

Releases from and limitations of liability shall be considered as “aforementioned releases from and limitations of liability” within the meaning of these General Terms and Conditions only if they are provided herein in addition to the law applicable, to the exclusion of releases from and limitations of liability provided in statutory provisions or in international conventions. In particular this provision shall neither extend ALC Global's liability nor its responsibility for agents, servants, employees, crew-members or other third parties to the benefit of the customer beyond the content of provisions..

4. To the maximum extent permitted by underlying laws, ALC Global'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.

VI. INSURANCE

ALC Global arranges for the insurance of the goods (e.g., cargo or warehouse insurance) with an insurer of his choice only if instructed to do so in writing at the conclusion of the contract. All insurances effected are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. Unless otherwise agreed in writing ALC Global shall not be under any obligation to effect a separate insurance on each consignment, but may declare it on any open or general policy held by ALC Global.

ALC Global is obliged to cover its liabilities resulting from these terms with an insurer of his choice and will provide proof of his liability insurance cover upon the customer's written request.

VII. FORFEITURE

Upon delivery, the consignee shall check the condition of the goods, the quantity, the number and

weight of packages and shall immediately report any apparent defects and missing items. Should any irregularity or missing item not be immediately apparent, the consignee shall send due reservations in writing within seven days after delivery. Otherwise, the conditions of the goods shall be deemed as delivered in the agreed upon condition. The same shall apply to claims resulting from delay if the consignee does not send due reservations in writing within 21 days after delivery of the goods.

VIII. CONDITIONS OF PAYMENT/LIEN

1. All monies due shall be paid without any reduction or deferment on account of any claim, counter-claim or set-off. This does not restrict the right of set-off with undisputed or legally decided claims.

2. ALC Global shall, to the extent permitted by UK law have a general lien on the goods and any documents relating thereto for any amount due at any time to ALC Global from the customer including storage fees, uncontended remuneration from other freight forwarding contracts between ALC Global and the customer and the cost of recovering same, and may enforce such liens in any reasonable manner.

IX. CLAIMS IN TORT

These General Terms and Conditions apply to all claims against ALC Global whether the claim be founded in contract or in tort.

X. TIME BAR

ALC Global shall, unless otherwise expressly agreed, be discharged of all liability under these Terms and Conditions unless suit is brought within six months after the delivery of the goods. The limitation period is three years if Bertling acted intentional or with gross negligence.

XI. SEVERABILITY

The terms of these General Terms and Conditions shall be severable, and, if any part or term thereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term thereof.

XII. GOVERNING LAW/JURISDICTION

The legal relationship between ALC Global and its customer shall be governed by and construed in accordance with the laws of the United Kingdom.