

Quotation clauses

Please kindly note that any service offered by Hapag-Lloyd is subject to the successful completion of prior verification procedures by customer.

All quotes regarding freight are valid for 30 days unless specifically specified otherwise herein. All charges, fees, commissions and tolls are subject to change.

Hapag-Lloyd is operating under the Terms and Conditions of its Bill of Lading or Sea Waybill (depending on which document will be issued for the shipment) and the Hapag-Lloyd Tariff Terms and Conditions effective at time of shipment apply to this quotation. The applicable Terms and Conditions and the Tariff will be provided to you upon your request or may be viewed at any office of Hapag-Lloyd AG or its agents or under <u>www.hapag-lloyd.com</u>. Please take notice that, according to the Hapag-Lloyd Bill of Lading / Sea Waybill Terms and Conditions, there are limitations of liability, which deviate from the statutory German law.

All Hazardous cargo is subject to approval at time of booking, subject to inspection at Port of Loading and subject to additional surcharges (e.g., DGP surcharge or other). Quotations for Hazardous cargo will be based on the information provided by the customer at the time the quotation is required. In the event of discrepancy of such information upon receipt and inspection of the cargo, the applicable surcharge will be adjusted based on the actual type and class of cargo loaded.

Cargo IMO class 1 and 7, waste and military cargo are excluded.

The quotation is subject to proper cargo lashing and securing in line with the International CTU code of practice (<u>link</u>). The weight of the cargo must be equally distributed and centered, considering resting length and maximum payload of the equipment. In case the information is not in line with the quotation any potential extra costs are for the account of the Merchant.

Hapag-Lloyd AG gathers, processes, stores, transmits and uses personal data of its contractual partners only if and insofar as such data are required for conducting a contractual customer relationship (e.g. conclusion, execution and management of the contract, accounting purposes).

This quotation is subject to space and equipment availability and subject to compliance by you with all applicable cargo weight restrictions and regulations. Notwithstanding the generality of the foregoing, this includes Regulation 2 of Chapter VI of the International Convention for the Safety of Life at Sea (SOLAS), stipulating that only containers for which the correct Verified Gross Mass (VGM) is provided in time may be loaded and shipped. Compliance with this requirement is the sole responsibility of the shipper and no responsibility of whatsoever nature is assumed by us in relation thereto.

Please note that the Arbitrary Charge Destination (ACD), the War Risk Surcharge (WRS) and the Congestion Surcharge Destination (CGD) are to be paid with the Seafreight except for Shuwaikh which is on a collect basis. For cargo to Latin America via New York please note there is a transfer from rail ramp to the port involving public roads and the weight limits of 39,200 LBS per 20ft and 43,700 LBS per 40ft apply. No FAC applicable.

Rates are not applicable to US Flag restricted (reserved) cargo. Please contact Hapag-Lloyd USA for a quotation. <u>https://www.hapag-lloyd.com/en/offices-localinfo/north-america/usa/piscataway-area-us-flag-main-office.html</u>

Please note that all changes that do require a legal 30-day notice are duly filed and announced in the respective Public Tariffs and this Document shows some of these changes for international purpose only. This document, in no way replaces the application of the Public Tariff valid at time of shipment.

In case you have requested a specific commodity quotation this rate is only applicable to this specific commodity and must not be used for any shipment with any other commodity.

Please check the Definition of Freight all Kind for commodity exceptions, available at <u>https://www.hapag-lloyd.com/en/online-business/quotation/tariffs/general-information.html</u>

Rates are not applicable to high value (500.000 USD and above) and out of gauge cargo. Please contact your local Hapag-Lloyd office for a quotation <u>https://www.hapag-lloyd.com/en/offices-localinfo.html</u>

Bill of Lading fee, demurrage, detention or any other local charges and service fees according to Hapag-Lloyd local tariffs available at https://www.hapag-lloyd.com/en/online-business/tariffs/local-charges-service-fees.html

Quotation may be subject to local charges and service fee. Please contact your responsible local Sales Office at https://www.hapag-lloyd.com/en/offices-localinfo.html

Please observe information regarding our terms and conditions under which we accept your business and render our services at <u>https://www.hapag-lloyd.com/en/meta/terms-conditions-transport.html</u>

Please also check special quotation remarks for the requested origins and destinations (including legal requirements for China and US territories) as well as specific prepaid/collect terms in certain countries, available at https://www.hapag-lloyd.com/en/online-business/quotation/remarks.html

Additional local information is available at https://www.hapag-lloyd.com/en/offices-localinfo.html

In order to avoid release issues due to the COVID-19 pandemic we strongly recommend to (A) cover your shipments by sea waybills wherever legally and commercially acceptable instead of original bills of lading or (B) have your documents distributed at destination.

In case of issuance of an original bill of lading Shipper/Booking Party are herewith requested to make a color scan copy of all OBL pages -once duly endorsed- and store them for the duration of the crisis before sending the OBL to bank/consignee/notify.

Issuing of Seaway Bill of Lading

Please note that Seaway Bill of Ladings (SWB) can only be issued after freight payment or if special credit terms have been agreed upon. Otherwise only Original Bill of Ladings can be issued. Once freight payment has been confirmed the Original Bill of Ladings can be exchanged with SWBs.

Please note that this transport is subject to applicable US, EU or UK sanctions rules and regulations. This includes but is not limited to sanctioned persons and entities, including banks and financial institutions. We reserve the right to decline any booking that includes a party that is sanctioned by applicable regulations.

In case of non-compliance with applicable US, EU or UK sanctions rules and regulations or any other applicable regulation we furthermore have the right to charge you with all costs and expenses related hereto and/or to cancel your booking at your costs.

By booking under this quotation and concluding a contract with Hapag-Lloyd AG, the Merchant acknowledges and accepts the imposition of the EU ETS Surcharge to relevant shipments in the amount applicable on the tariffing date. Please see <u>https://www.hapag-lloyd.com/en/online-business/quotation/tariffs/trade-surcharges.html</u> for more information