



GENERAL BUSINESS CONDITIONS ("GBC")
ROHLIG LOGISTICS BRASIL LTDA ("CONTRACTED PARTY")
CNPJ: 45.747.590/0001-59

The parties will be hereinafter referred to as:

CONTRACTED PARTY, i.e hired party, service provider and contractee.

CONTRACTING PARTY, as well as **MERCHANT**, i.e contractor, hirer, employer.

All services provided are based on the FIATA Model Rules, most current version, except special stipulations to the contrary agreed with the **CONTRACTING PARTY (MERCHANT** - plural figure composed by the receiver/ consignee, shipper/shipper, endorsee, and the bearer of blank endorsed bill of lading or other interested party in the cargoes).

A **MERCHANT** is also understood to be third party that assumes joint and several responsibilities before the **CONTRACTED PARTY** and/or its agents and/or the agent at the foreign port. The Hague Conventions with their modifications, the Warsaw Convention as modified by the Montreal Protocol and following that may occur, and the conditions foreseen in the Bills of Lading of each operation are also applied. These General Business Conditions apply to shipments whose operation is covered or not by the **CONTRACTED PARTY'S** standard Bill of Lading, being applicable also to simple deconsolidation operations, covered by third party Bills of Lading (foreign Consolidators/NVOCC), and to operations not covered by House Bills of Lading, but directly by Master Bills of Lading (direct shipments).

All services provided by the **CONTRACTED PARTY** are based on the FIATA¹ Model Rules² and on the Bill of Lading issued for each operation or business, besides eventual commitments signed by means of a Liability Agreement, or logically resulting from acts practiced by the parties.

The conditions set forth herein are complementary to the Bills of Lading and to the other transportation documents covering the agreed services and assumed obligations, including commercial proposals, and Booking confirmations, but in case of any conflict between these "GBC" and other rules, these "GBC" shall prevail.

CLAUSE ONE: DEFINITIONS

a) "Bill of Lading", as used herein, includes conventional Bills of Lading, as well as electronic and express invoices, Airway Bills of Lading (AWB) and all similar documents, whatever the contracted modal.

b) "Transportation" means all operations and services arranged, promoted, or performed by the **CONTRACTED PARTY**, by itself or through third parties, in favor of the **MERCHANT** or of third parties in its interest.

c) "Fees" means freight, dead freight, Demurrage, Detention, Longstanding, THC (wharfage) and all expenses and pecuniary obligations to be paid by the **MERCHANT**.

d) "Container" is the onboard equipment used for stowing goods. It does not constitute packaging, but transportation equipment.

e) "Goods" means the cargo or commodities received from the shipper and described in the Bill of Lading, as well as any container not supplied by or on behalf of the Carrier.

f) "Merchant" means the contractor of the services and includes the shipper or consignee, holder of the Bill of Lading, owner of the goods, endorser of the Bills of Lading or the person entitled to possession or ownership of the goods. They are all jointly and severally responsible for the obligations contracted when hiring the services of the **CONTRACTED PARTY** and of third parties hired by it.

g) "Carrier" means the shipowner, airline or land carrier (road, rail or pipeline). It is the issuer of the Bill of Lading (regardless of the mode of transport) and its agents in the loading or discharge ports.

k) "Vehicle" means the vessel, truck, aircraft or other means designated for transporting the goods.

l) "Freight" shall be understood not only as the contribution declared under this heading, but also its components, such as internal (inland) transport expenses, handling, movement, expenses and all others necessary for the realization of the international transport.

¹ <http://www.fiata.com>

² http://www.fiata.com/uploads/media/Model_Rules_05.pdf

CLAUSE TWO: LIABILITY OF THE MERCHANT/CONTRACTOR

a) The description and information about the goods declared in the Bill of Lading are the responsibility of the **MERCHANT**, who will be responsible for any burden resulting from inaccurate information or declarations, including customs fines and operational costs to correct such data (correction letter fee and customs fines). The price of the services rendered by the **CONTRACTED PARTY** can suffer increase, without requiring the previous approval of the **MERCHANT**, if at the moment of the execution of any service, it is identified a correctable error (subjective criterion of the **CONTRACTED PARTY**) that allows the continuation of the services, but that for this to be necessary additional or different equipment, alternative routes, more expensive methods, or any other expense not foreseen in the proposal.

The **CONTRACTED PARTY** one is not responsible for the accuracy of any information that is inserted in the Bill of Lading at the request of the Merchant, such as: NCM, description, temperature, data regarding Letter of Credit, Import License, Commercial Contract, Quality Certificates and others, Invoice and/or purchase order number, details of another contract of which the **CONTRACTED PARTY** is not part. The inclusion of such information is the sole responsibility of the Merchant, who is subject to cover any indemnity to the **CONTRACTED PARTY** resulting from inaccurate data in the Bill of Lading or Contract of Carriage. The **MERCHANT** acknowledges that the **CONTRACTED PARTY** has no knowledge of the value of the cargo and has no knowledge of the business and commitments related to the cargo.

b) The **MERCHANT** warrants that it has complied with all laws, regulations and requirements of the authorities intervening in the international trade and transportation operation, and shall pay all taxes, fees, fines, expenses and damages incurred or suffered by reason of any illegality, incorrectness or insufficiency of information, marking, numbering, addressing or any other elements related to the goods and the operation. Is aware that in case of reefer containers, must pay attention to the technical rules of pre-cooling, as well as provide temperature chart. For ventilated loads, it must present a ventilation letter.

c) The **MERCHANT** also guarantees that the goods are packaged and stuffed in an adequate manner to withstand the risks inherent to the transportation, considering their nature and in accordance with applicable laws, regulations, and requirements (legal and technical).

d) Goods that are or may become dangerous, flammable, harmful or that are or may become liable to damage any property or anyone must be offered to the carrier for transportation with the prior express written consent of the **CONTRACTED PARTY** or the carrier. The container or other transport equipment used to package the goods must be correctly marked so as to indicate the nature and character of such articles, thus permitting the immediate identification of their contents. If the goods are delivered for transportation without written authorization or proper markings, or, if in the opinion of the carrier (shipowner, airline, ground carrier, other) or **CONTRACTED PARTY**, the articles are or may become of a dangerous, flammable or harmful nature, they may at any time be destroyed, eliminated, abandoned or rendered harmless, without compensation to the **MERCHANT** and without prejudice to what is due to the carrier or **CONTRACTED PARTY**.

e) The **MERCHANT** shall be liable for any loss or damage of any nature, including, but not limited to, contamination, dirt, Detention, Longstanding and Demurrage before, during and after the transportation of the goods, as well as damage to the vehicle and its equipment, containers, and damage to third party interests. In case of damage to the container, regardless of its condition, it will be mandatory to return it to the shipowner at a place designated by them, so that a technical assessment of the condition of the equipment can be made and an eventual amount to be indemnified (for repairs, washing or even total loss) can be defined. Only the technical staff of the shipowner is authorized to define if the container is in repair conditions or if the total loss of the equipment should be recognized, therefore, regardless of the state of the container, the customer is obliged to return it to the shipowner at the place indicated by them.

f) The **MERCHANT** shall defend, indemnify and hold harmless the carrier and the **CONTRACTED PARTY** against any loss, damage, claim, liability or expense of any nature arising from any violation, either of the Bill of Lading (or other transport document) and/or of these " GBC ", as well as in case of non-compliance with any legal obligation, or any cause related to the goods for which the carrier and the **CONTRACTED PARTY** are not responsible. In case of necessary corrections to the Bill of Lading or the Cargo Manifest, the Merchant will be responsible for any fines that may be levied as a result thereof. To execute the requested changes, the carrier or the **CONTRACTED PARTY** may request a letter of indemnity and a financial guarantee, such as a deposit. These guarantees aim to protect the carrier and the **CONTRACTED PARTY** against the fines that can be applied according to the Brazilian customs legislation or the port/airport of destination.

g) The **MERCHANT** must contract a Cargo Insurance with a clause of waiver of right of recourse to guarantee full indemnity in case of loss or damage. The maximum compensation to be paid by the **CONTRACTED PARTY** in case of damage or loss of goods shall be two (02) Special Drawing Rights (SDRs) per kilo of goods transported by water and land, and twenty-two (22) SDRs in air, always limited to 50,000 (fifty thousand) SDRs per occurrence. This rule must be strictly observed so that the cargo interest is duly insured throughout the execution of the contracted services. For this

reason, the **MERCHANT** shall clear any doubts in this respect before the beginning of the execution of the services provided by the **CONTRACTED PARTY**.

The **MERCHANT** shall inform its insurance company, at the moment of contracting the insurance (since the proposal), the existence of the limitations of the indemnifiable value, because this limitation is part of the contracted risk. In case of failure to inform such fact to the insurance company, the **CONTRACTING PARTY** can be condemned to reimburse the **CONTRACTED PARTY** for values that come to be charged by the insurance company beyond the limits established in this contract.

The **CONTRACTED PARTY** shall in no event be liable to indemnify the **MERCHANT** for any loss of profit, pain or suffering, supplemental losses and damages, or also direct or indirect losses, or consequential damages. The liability of the **CONTRACT PARTY** may not exceed the limit fixed above, and under no circumstances will it exceed the liability assumed before the shipping company, aviation, railway, road transportation company, or any other supplier involved in the transportation.

In the case of air transportation, the **CONTRACTED PARTY** shall not be responsible for obtaining special storage treatment (TC4 or any other that may replace it), being only responsible to request it from the airline when expressly and formally requested by the **MERCHANT**, but without responsibility for its execution.

DEAD FREIGHT: In case of cancellation of the transportation contract after the Booking is closed, even before the Clean Fixture, the **MERCHANT** will be responsible for the full payment of freight and local taxes. A cancellation fee may also be charged, as per the carrier's policies.

SEALS: The **MERCHANT** is aware that the removal of seals and their use is entirely at their own risk. In case they do not use any seal already removed, the **MERCHANT** must immediately inform the **CONTRACTED PARTY**, under penalty of having to pay for these security devices, according to the policies of the shipowner designated for the shipment.

TRANSFER OF RESERVATION TO ANOTHER VESSEL: When canceling a reservation or requesting that the shipment be postponed to a later vessel, the **MERCHANT** is aware that there may not be enough space on the immediately following vessel or on the next ones, and that, in this case, it must wait until there is an available vessel, and in this hypothesis it will have to pay the expenses for Storage and Detention (export demurrage) until the effective shipment.

FREIGHT FLUCTUABILITY IN EXPORT TARIFFS: The contracting modality of the instantaneous export freight rate is subject to increase without previous notice on occasion of any situations that may imply in delay in the shipment of the **MERCHANT's** goods, which events will be verified on a case-by-case basis.

CLAUSE THREE: APPLICABILITY

These " GBC " apply to all services performed directly by the **CONTRACTED PARTY** or through third parties, and act as complementary norms to all transportation documents relative to the operations and services contracted.

CLAUSE FOUR: PROVISION OF SERVICE

For the purposes and effects of the present General Conditions, the **CONTRACTED PARTY** shall provide logistics services, cargo agency and related activities to the **MERCHANT**, which include, but are not limited to, the intermediation and forwarding of air, maritime and land cargo, through the hiring of third parties. The **CONTRACTED PARTY** does not guarantee the delivery of the goods within specific deadlines, due to dependence on contracted third parties, in the **MERCHANT's** interest.

In the exercise of its activities, the **CONTRACTED PARTY** may enter in the Mercante system rates and surcharges that have not been expressed in the Bill of Lading or in the negotiation with the customer, especially when necessary to adjust the values charged by the maritime transporter.

CLAUSE FIVE: FREIGHT FORWARDER

As Freight Forwarder or Cargo Agent, the **CONTRACTED PARTY** shall agency the services of third parties, always in the best interest of the **MERCHANT**, under the terms of Brazilian law, especially art. 37, Decree-Law nr. 37/66, or any other rule that may substitute it. All subcontracted services are subject to special conditions that may be required by the parties involved. Therefore, the contracted services may be cancelled, postponed or altered without any prior notice. The forced use of operational alternatives and standards for the fulfillment of the obligations on the same routes requested or the forced use of different routes and standards may imply additional costs to be borne by the **MERCHANT**. In case of debts charged against the **CONTRACTED PARTY** by the ocean carrier or other subcontractor, the **CONTRACTED**

PARTY shall have the right to return against the **MERCHANT**, who shall join the litigation and assume responsibility for the damages or expenses charged.

DESTINATION OF CARGOES: At the request of the **MERCHANT**, the **CONTRACTED PARTY** may request the destination of cargo to a port or warehouse selected by the **MERCHANT**. However, the **CONTRACTED PARTY** shall not be responsible for any eventual impediment in the realization of such procedure, including the request of TC4. Therefore, eventual extraordinary costs for removal, storage and safekeeping of the cargoes shall be borne by the **MERCHANT**.

CLAUSE SIX: CUSTOMS CLEARANCE

When the **MERCHANT** specifically hires the customs clearance service, the **CONTRACTED PARTY**, by itself or by third parties hired by it, will provide export, and import maritime and air customs clearance services, according to the scope and specifications defined in the commercial proposal, being the responsibility of the **MERCHANT**:

To transmit to the **CONTRACTED PARTY** all the information pertinent to it and necessary for the provision of the contracted services, especially related to the nature, packaging, quantity and quality of the cargo, NCM, value, weight and volume of the cargo, all this information on which the shipping order will be based, the issuance of Shipping Documents (Bill of Lading), customs records (including the preparation of the Single Export Declaration - DU), as well as any information that may be requested by the **CONTRACTED PARTY**, being the responsibility of the **MERCHANT** the veracity and the correct and timely provision of the information. Cargoes with special treatment (eg "value" cargo according to the concept of the International Air Transport Association - IATA, restricted or dangerous cargoes (DGR), over-sized cargoes, perishable cargoes, etc.) must be previously communicated about their specialty to the **CONTRACTED PARTY**.

Provide the **CONTRACTED PARTY** with the technical, operational and administrative clarifications and any other necessary for the good progress of the contracted services, guiding it about its internal rules and regulations and ensuring that the cargo and its packaging are in accordance with all applicable laws, rules and regulations, such as, but not limited to, customs legislation, environmental legislation and national regulations of any country of origin or destination of the cargo.

Provide the necessary financial resources for the payment of taxes, fees, fees, storage, experts and everything else necessary for the customs clearance (import or export) of the cargo, as provided by the **CONTRACTED PARTY** in each process.

Provide detailed information about the cargo with a minimum advance of 07 (seven) days from the scheduled date of arrival at the port or airport in Brazil; or the scheduled date of departure, as well as provide all the necessary documents, namely:

- (i) Commercial Invoice;
- (ii) Packing List;
- (iii) Export Invoice - to be issued only after container stuffing.

Sign Liability Terms and provide bond for the use of containers in Brazil, if applicable, if requested by the Carriers, as well as be responsible for any customs fines resulting from requests for alteration or correction of data, as well as payment of import or export overstay.

In case of damages, comply with the deadline provided for in article 754, paragraph of Law n. 10.406/02 of Brazil, notifying the carrier within 10 (ten) days from the delivery of the cargo.

Ensure that its instructions and requests are received by the **CONTRACTED PARTY**, that is, ensure that the communication is effective. In the need to remove the cargo from the primary zone to the retroport terminal (dry port), the request for solicitation to the terminal must always be confirmed in writing.

The **MERCHANT** is aware that the **CONTRACTED PARTY** does not have access to the cargo, and that it is not possible to attest or value it, acting strictly based on declarations and documents provided by the **MERCHANT**.

The **MERCHANT** acknowledges and understands that the **CONTRACTED PARTY** does not have any management and control powers over services of third parties, which are not hired by it, such as shipowners and cargo terminals, and that customs clearance depends on internal procedures of the Federal Revenue Secretariat and approving bodies.

The **MERCHANT** is solely responsible for any claim, claim, fine, penalty, indemnity, Demurrage or Detention of containers, storage of cargo, port movements, inspections, scanning (non-invasive inspection), costs or any other payment (including court costs and attorney's fees) that may arise or occur due to any violation or breach of its

obligations set forth in these “GBC’s” or that is legally its responsibility or are directly or indirectly related to the cargo, committing itself to defend, exonerate and indemnify the **CONTRACTOR** from any liability.

The **MERCHANT** is also responsible for all damages arising from insufficient, missing, or false information, and / or resulting from failure to fulfill the obligation to inform and declare the cargo, being also obliged to pay any additional taxes, expenses and / or penalties that are applicable, in addition to the provisions provided for in the heading of this clause. Also, the **MERCHANT** will be the sole responsible for the packaging and stowing of the cargo to be transported.

Note about rules for charging Detention (export overstay) by shipowners: The **MERCHANT** is aware that in case of rolled shipments, the counting of the days in overstay (Detention) will be until the effective shipment of the cargo. It is also aware that the cargo may not necessarily embark on the next ship in the scale, being subject to the availability of space. Also, it understands and recognizes that in case of reservation cancellation the free days (free time) are canceled, and the counting of the days in overstay will be from the date of removal of the empty containers until its return and return to the shipowner at the place designated by him.

CLAUSE SEVEN: LIABILITY TO THIRD PARTIES

The **CONTRACTED PARTY** is not responsible for any changes in prices and transportation conditions applied by third parties, such as airlines, shipping companies, or related to GRI (General Rate Increase), PSS (Peak Season Surcharge), WRS (War Risk Surcharge) or any other additional charges that may be required by third parties. The **CONTRACTED PARTY** agrees to inform and forward to the **MERCHANT** any change that occurs in such conditions or prices as soon as possible. These provisions are equally applicable to Demurrage, Detention and Longstanding, whose rates may be altered without prior notice.

CLAUSE EIGHT: VERIFIED GROSS MASS (VGM) REQUIREMENT

For compliance with the amendment of the International Convention for the Safety of Life at Sea (or SOLAS) Committee of the International Maritime Organization, the **MERCHANT** must provide information about the verified gross weight (tare, loads, dunnage, among others) for the shipment of the goods.

The presented weighing information must be in accordance with the rules provided by the International Maritime Organization and the **MERCHANT** declares to be aware that the non-compliance of the imposed requirement, within the deadlines established by the shipowners, may result in the non-shipment of the goods.

The **MERCHANT** also declares to be aware that all expenses resulting from the non-shipment of the goods due to non-compliance with the VGM requirement will be its responsibility, including Detention, Demurrage, storage, repacking, port handling and all others related to the permanence of the goods in the terminal for shipment.

CLAUSE NINE: TAX HAVENS

The remittances of charges from Brazil to the so-called Tax Havens, as defined by Brazil Normative Instruction No. 1037/2010, will be subject to an additional percentage surcharge of 33.33%, corresponding to the tax rate applied of 25% on the remittance amount to cover the costs of withholding income tax. This surcharge will be added to the invoice and applies to all amounts remitted from the **CONTRACTED PARTY** to the **CONTRACTED PARTY**'s offices located in Tax Havens.

The list of tax havens is published and updated by the Internal Revenue Service of Brazil and includes, to date, countries or territories such as Hong Kong, Singapore, United Arab Emirates, Costa Rica, Panama, Dominican Republic and 47 other countries.

CLAUSE TEN: DEMURRAGE

(i) Demurrage

For the purpose of demurrage, the **CONTRACTED PARTY** grants the **MERCHANT**, as free time, **five (5)** calendar days for Dry Containers (standard, non-refrigerated cargo), Box and High Cube; **five (5)** calendar days for Flat Rack and Open Top containers; **three (3)** calendar days for refrigerated containers; and, for IMO cargo packed in any equipment, **three (3)** calendar days, unless otherwise expressly agreed by the Parties. However, in order to enjoy the free period of Demurrage (free time) and use of the containers after their unloading, the **MERCHANT** must comply with the administrative procedures of the **CONTRACTED PARTY**, delivering the Term of Liability and providing a bond corresponding to the value of the containers used by the **CONTRACTED PARTY**, in order to cover eventual damages to the equipment and expenses related to them, such as demurrage, freights, taxes, etc. The pledges provided may be used to cover diverse debts (amortization), such as freight, demurrage, reimbursement for damages and others that are registered in the name of the **MERCHANT**. However, they will not exempt the **MERCHANT** from full payment of the debts.

Free time begins as soon as the containers are offloaded at the port of discharge (discharge date). After free time, the **MERCHANT** will pay Demurrage (import) per diems, as per the tariff schedule below. This daily cost will be charged until the containers are returned to the carrier at the location indicated by the carrier, with such equipment clean, undamaged and ready for immediate use.

Containers must be returned undamaged, ready for immediate use for transportation. If the containers are lost or misplaced, or declared as totally lost, or if they are not returned in proper conditions, demurrage charges (Demurrage or Detention) will be levied until full compensation is paid for the containers, or until proper repairs are made and approved by the carrier. Further, the **MERCHANT** shall pay the per diem charged by the ocean carrier if the containers have been leased.

The table below represents the amounts due as Demurrage (table 9.1), however, in case of increase in tariffs, the updated tables will be immediately applied. If there is any agreement to the contrary, it will prevail, provided it is expressed and formalized by the legal representative of the **CONTRACTED PARTY**. In case of doubt, our offices should be contacted for further information.

Counting of the free period and incidence of the daily rate: The counting of the free period and the incidence of the daily rate begins on the date of unloading of the containers. The **MERCHANT** is aware that depending on the number of free days agreed upon, the first day in demurrage may be calculated by the second or third phase of incidence of the demurrage table, and this because the period of use without expenses is longer. In other words, the counting of the tariff and the counting of the free period occur in parallel, and at the end of the free period the **MERCHANT** may already be charged for the second or third period of the table due to the quantity of free days agreed upon.

The **MERCHANT** is also aware that any free period superior to the periods mentioned in this clause are granted as a bonus for payment on the due date of the invoices, and that in case of delay such benefit may be cancelled, generating the cancellation of the already issued invoices and the re-invoicing based on the non-bonified periods.

CHART 10.1 – DEMURRAGE

**CONTAINER DEMURRAGE TARIFFS
AMOUNT EXPRESSED IN USD FOR EACH DAY EXCEEDED**

	DRY			DRY (IMO CARGO)	
	20'	40'- 40'HC		20'	40'
FREE TIME <i>calendar days</i>	5 DAYS		FREE TIME <i>calendar days</i>	3 DAYS	
6 to 10	\$ 88,00	\$ 105,00	4 from 8	\$ 88,00	\$ 105,00
11 to 15	\$ 97,00	\$ 130,00	9 from 13	\$ 97,00	\$ 130,00
from 16 onwards	\$ 115,00	\$ 220,00	from 14 onwards	\$ 115,00	\$ 220,00

	REEFER / NOR			SPECIAL (FR/OT)	
	20'	40'		20'	40'
FREE TIME <i>calendar days</i>	3 DAYS		FREE TIME <i>calendar days</i>	5 DAYS	
4 from 9	\$ 120,00	\$ 210,00	6 from 10	\$ 120,00	\$ 180,00
10 from 14	\$ 175,00	\$ 300,00	11 from 15	\$ 135,00	\$ 195,00
from 15 onwards	\$ 245,00	\$ 510,00	from 16 onwards	\$ 150,00	\$ 265,00

(ii) DETENTION

Likewise, for the purposes of Detention (export demurrage), the **CONTRACTED PARTY** grants the **MERCHANT 5 (five)** calendar days for Dry Containers (standard, non reefer cargo), Box and High Cube; **5 (five)** calendar days for Flat Rack and Open Top containers; and **3 (three)** calendar days for reefer containers, to use the containers free of Detention, unless otherwise expressly agreed by the Parties.

To enjoy the period free of Detention and use of the containers in the period prior to the shipment of the goods, however, the **MERCHANT** must comply with the administrative procedures of the **CONTRACTED PARTY**, providing a bond corresponding to the value of the containers used by the **CONTRACTED PARTY**. The bonds provided may be used to cover several debts, such as freight, Demurrage, Detention, damage reimbursement and others that are in the name of the **MERCHANT**, however, it will not exempt the **MERCHANT** from the total payment of the debts.

The free time begins when the containers are removed from the warehouse/container terminal (depot). After the free time, the **MERCHANT** will pay daily Detention fees as per the fee schedule below. This daily cost will be charged until the containers are delivered to the Port facilities (gate in) for transportation on the designated vessel. The cargo must be ready (cleared) to be immediately loaded.

If the **MERCHANT** fails to deliver the designated cargoes in the period established by the Carrier ("window"/"gate opening"), the **MERCHANT** shall be liable to pay the "no show" and/or "late arrival" fee, depending on the case and according to the rules established at each indicated Terminal.

The **MERCHANT** must be aware of the ship's arrival dates, which may change without prior notice. This is a fundamental issue since the alteration in the arrival of the vessel will directly impact the opening of the gate to receive the containers and may cause demurrage expenses.

In case the goods are designated for loading in another vessel because they are not released or for any other reason attributable to the **MERCHANT**, the free time period will be cancelled and the demurrage charges will be counted from the time the empty container is removed until the effective loading of the goods in the next available vessel or, in case of cancellation or abandonment of the shipment, until the date the containers are returned to the carrier at the location indicated by the carrier.

In the event that the containers are used in a different booking request, i.e. if they are transferred to another booking, the free time will not be restarted and the count will always be considered from the time of departure from the Depot to the **MERCHANT** in the original booking. Containers must be returned undamaged, ready to be immediately used for transportation. If containers are lost or misplaced, or declared lost, or not returned in proper condition, demurrage charges will be levied until full compensation is paid, or until proper repair is made and approved by the carrier, according to international standards applicable to such equipment (notably ISO standards). Furthermore, the **MERCHANT** shall pay the per diem charged by the ocean carrier if the containers have been leased. The chart below represents the amounts due as Detention (table 9.2), however, in the event of rate increases, the updated tables will be immediately applied. If there is an agreement to the contrary regarding the free period and/or tariffs, these will prevail, as long as it is expressly and formally confirmed by the legal representative of the **CONTRACTED PARTY**. In case of doubt, our offices should be contacted for further information.

CHART 10.2 – DETENTION

AMOUNT EXPRESSED IN USD FOR EACH DAY EXCEEDED

	DRY			SPECIAL (FR/OT)			REEFER	
	20'	40'- 40'HC		20'	40'		20'	40'
FREE TIME calendar days	5 DAYS		FREE TIME calendar days	5 DAYS		FREE TIME calendar days	3 DAYS	
6 from 10	\$ 55,00	\$ 105,00	6 from 10	\$ 85,00	\$ 145,00	6 from 10	\$ 155,00	\$ 298,00
11 from 15	\$ 70,00	\$ 120,00	11 from 15	\$ 95,00	\$ 155,00	from 11 onwards	\$ 175,00	\$ 345,00
from 16 onwards	\$ 95,00	\$ 155,00	from 16 onwards	\$ 110,00	\$ 195,00			

CLAUSE ELEVEN: INDEMNITY FOR LOSS/DAMAGE TO CONTAINER

In case of total loss, theft, robbery, loss or any other causes, the **MERCHANT** agrees to indemnify the **CONTRACTED PARTY** for the residual value of the equipment, as required by its owner or lessee. It is expressly established that the counting of days in Demurrage (import) or Detention (export), as well as the charging of per diem (leased containers), will only cease after the effective payment of the due compensation.

CLAUSE TWELVE: DEFAULT

The non-payment of any amount due to the **CONTRACTED PARTY** will imply the payment of a late payment fine of 2%, calculated on the principal amount, which will be updated according to the SELIC rate and added of 1% (one percent) of interests per month, as from the date of the default (due date of the invoice or debit note) until the date of the effective payment. The interest rate will be increased or reduced considering the evolution of the SELIC rate, informed by the Central Bank of Brazil. Should the debts need to be collected through third parties, in Extrajudicial or Judicial proceedings, an additional 10% (ten per cent) shall be due to such third parties as fees. Outstanding securities may be taken to protest and enrolled in the credit protection agencies, regardless of prior notice, in view of the automatic constitution in default after the maturity of the securities. In case of delay in payment for a period superior to 10 (ten) days, the **CONTRACTED PARTY** shall have the right to immediately suspend the provision of services to the **MERCHANT**, as well as to suspend or refuse any other orders placed by the **MERCHANT**, and also to cancel any eventual special conditions for freetime and rate. The amounts foreseen in the present agreement may be demanded through an execution process, the contracting parties recognizing, forthwith, that the mentioned amounts may be calculated through simple arithmetic calculation, constituting this instrument an extrajudicial execution instrument, under the terms of article 784, III, of the Brazilian Code of Civil Procedure.

CLAUSE THIRTEEN: CONVERSION RATE

For payments that require conversion to the national currency (Real), the conversion rate published by the **CONTRACTED PARTY** on the effective date of invoicing shall be used.

CLAUSE FOURTEEN: PROVISION OF GUARANTEE

The **MERCHANT** may be required to provide security for the use of containers after their unloading at the port of destination and enjoyment of the free time Demurrage that has been agreed between the parties, as well as in the event of changes in the loading or unloading manifest, or corrections/alterations in the CE Mercante. Considering that requests for modification and/or correction of data before the Federal Revenue of Brazil may imply customs penalties (fine and administrative penalties), the **MERCHANT** hereby agrees to pay, on behalf of the **CONTRACTED PARTY**, any fines that may be imposed against it, as well as to reimburse the shipowner for the fines imposed against it due to the same taxable event. In the case of fines, payment shall be made at the time of the tax assessment, as evidenced by the notice of infraction served against the **CONTRACTED PARTY** and/or the shipowner. Alternatively, to the immediate payment, the **MERCHANT** may request the judicial discussion of the tax assessment, by which the **MERCHANT** agrees to pay the judicial costs and expenses, lawyer's fees and to make the judicial deposit of the full amount of the debt in order to suspend the enforceability of the tax.

CLAUSE FIFTEEN: MEDIATOR

As Freight Forwarder or Freight Agent, the **CONTRACTED PARTY** shall be liable up to the limit of the obligations assumed as mediator service agent and according to the agreed indemnity limits, as provided in these " GBC ". In case of damages to the cargos, or other losses, such as losses, delays, etc., the **MERCHANT** shall seek compensation directly against the real carrier, exempting the **CONTRACTED PARTY** from any liability.

CLAUSE SIXTEEN: RESPONSIBILITIES

Any damage or loss of the goods caused by the shipowner, airline, ground carrier, cargo terminal, or any other supplier involved in the logistic chain, shall not be attributed to the **CONTRACTED PARTY**. Upon the occurrence of damage or loss, the **MERCHANT** shall immediately inform the culpable party and initiate the claim procedure appropriate to the case. The **MERCHANT** shall keep the **CONTRACTED PARTY** duly informed, always in writing.

CLAUSE SEVENTEEN: FORTUITY AND/OR FORCE MAJEURE

The **CONTRACTED PARTY** shall not be liable for any losses or damages caused by circumstances beyond its control, such as, but not limited to, delays in the release of cargo, customs inspections, strikes, blockades, epidemics, pandemics, war, and any other events that characterize a fortuity case or force majeure.

CLAUSE EIGHTEEN: LIABILITY OF THE CONTRACTED PARTY

The **CONTRACTED PARTY** shall only be held liable for acts or omissions strictly pertinent to the performance of the agreed services, and if it is proven that the **CONTRACTED PARTY** acted with serious fault or specific malice in the performance of its obligations.

CLAUSE NINETEEN: THE MERCHANT'S RESPONSIBILITIES

The **MERCHANT** is solely responsible for any claim, complaint, fine, damages, costs, or any other payment (including legal costs and attorney's fees) that may arise or occur due to a breach or defect in the performance of its obligations to the carrier and the **CONTRACTED PARTY**. The **MERCHANT** is responsible for providing correct and precise information about the cargo, its nature and care required, as well as for its adequate wrapping and packaging.

CLAUSE TWENTY: ABANDONMENT OF CARGO

If the **MERCHANT** does not remove its goods within fifteen (15) days after the end of the free time period, or if the **MERCHANT** is subject to judicial or administrative proceedings that may even potentially delay the return of the containers, the **CONTRACTED PARTY** shall have the right to request the de-unitization of the goods and the return of the containers immediately, on behalf of the **MERCHANT** and at its own expenses, in order to regain possession of the units. The resulting expenses will always be the **MERCHANT's** responsibility, such as (e.g.) storage, handling, and destination of the cargoes. These "GBC", added to the Bills of Lading, shall be recognized as power of attorney for the purposes of this clause.

CLAUSE TWENTY-ONE: FORMAL NOTICE

In the event of any loss or damage that is presumed to have occurred during the period of performance of the services intermediated by the **CONTRACTED PARTY**, the **MERCHANT** shall provide formal written notification at the time of delivery of the goods. In the case of loss or damage that is not apparent, the notification must be made within 10 (ten) calendar days after unloading at the port of destination, under penalty of forfeiture of the right to claim, under the terms of the applicable legislation. If the notification is not made within the legal deadline, the delivery will be prima facie evidence of discharge and delivery in good order by the carrier and conclusion of the services of the **CONTRACTED PARTY**. In any case, the **CONTRACTED PARTY** shall be exempt from any liability of any nature if the process is not opened within 01 (one) year after the unloading of the goods or the date on which the goods should have been unloaded.

CLAUSE TWENTY-TWO: RECEIPT AND ACCEPTANCE

The declared nullity of any of the agreed clauses or conditions will not cause the nullity of the present General Business Conditions, which will remain valid and applicable in all its other terms and conditions.

Any eventual acceptance by the **CONTRACTED PARTY** of non-compliance or different compliance with any clause or condition of these "GBC" will be interpreted as mere indulgence, without implying waiver, novation, or forgiveness, being possible that the full compliance with the obligation may be requested at any time.

CLAUSE TWENTY-THREE: APPLICABLE LAW AND JURISDICTION OF CHOICE

These General Business Conditions and the services provided by the **CONTRACTED PARTY** are governed and interpreted in accordance with the laws of Brazil. In case of any litigation between the **CONTRACTED PARTY** and the **MERCHANT**, the parties hereby elect the County of Santos, SP, as the jurisdiction and place of payment of the agreed obligations, renouncing any other no matter how privileged it may be.

CLAUSE TWENTY-FOUR: CONFIDENTIALITY

The **MERCHANT** acknowledges that all information exchanged with the **CONTRACTED PARTY** in connection with these General Conditions and the contracted services, especially information relating to special conditions, will be treated as confidential and under the most absolute secrecy. Any infraction to this provision will subject the **MERCHANT** to pay the damages caused to the **CONTRACTED PARTY**.

CLAUSE TWENTY-FOUR: Citations, Summons and Notifications destined to the **MERCHANT** may be affected through electronic mail, in the addresses used in previous communications with the **CONTRACTED PARTY** one or third parties involved in the operation.

São Paulo, January 02, 2023.

ROHLIG LOGISTICS BRASIL LTDA
Rodrigo Dias Simões