

GENERAL TERMS AND CONDITIONS

The terms and conditions of Transocean Shipping Germany GmbH apply to all organized road, inland waterway, and sea transport and/or multimodal transport. Any deviations or additions must be agreed upon in writing between the parties.

Our offers are non-binding until written order confirmation by TOS Germany and are based on the freight rates, tariffs, surcharges, and options valid at the time of the offer, subject to final shipment details. Our offers exclude customs duties, taxes, and public charges. We assume that all packages are equipped with sufficient lifting and lashing points and that the goods are stackable and stackable. The quoted costs are subject to final specifications, center of gravity, technical feasibility, and technical drawings, including center of gravity, lashing and lifting points, etc. Packaging must comply with country-specific import regulations (e.g., HPE & ISPM 15 standards for wooden packaging). We reserve the right to adjust transport prices in the event of changes to package specifications or the lot sizes known to us for the underlying quantity structure. This offer applies to non-hazardous goods that are not subject to dangerous goods regulations. Our invoices are payable in euros within 14 days of the invoice date. Foreign currencies listed in the offer will be converted at the prevailing ship or daily exchange rate. Demurrage, waiting, and demurrage charges not caused by TOS will be billed at cost. No liability is assumed for resulting delays or consequential damages. Transport and project liability insurance are not included in the offer. We operate exclusively on the basis of the "General German Freight Forwarders' Standard Terms and Conditions" (ADSp 2017) in their latest version of 2017, and these ADSp 2017 form an integral part of all contracts or agreements arising from this correspondence. Any other general terms and conditions are hereby expressly excluded. Note: Clause 23 of the ADSp 2017 deviates from general law regarding the maximum liability for damage to goods (§ 431 HGB) by limiting liability to 2 SDR/kg for multimodal transport including sea carriage and where the location of the damage is unknown. Furthermore, the standard liability of 8.33 SDR/kg is limited to €5 million per claim, but not less than 2 SDR/kg. Obligations under foreign trade law are not our responsibility. We have no knowledge of whether the goods are dual-use or subject to export licensing requirements. Our client is responsible for verifying and complying with any existing embargo regulations, prohibitions, restrictions, and other limitations, particularly those arising from customs law and international and/or political measures concerning international trade. Our offers are strictly confidential and may not be forwarded to third parties without the express permission of TOS Germany GmbH.

Additional conditions for road transport

The costs for obtaining permits, civilian escort, and tolls are included in the transport costs. Excluded are costs for permits, police escort, BF4 vehicles, traffic

management measures, route studies, other requirements arising from the permit application (e.g., structural calculations, etc.), as well as any other services that may be required due to route reconnaissance or permit requirements. Our prices are based on the shortest, standard route and include waiting times of up to two hours at the loading and unloading points. Detours, additional overnight stays, and extra operating time are at the client's expense. We assume that the permits will be obtained from the relevant authorities in a timely manner. We require an easily accessible loading and unloading point for drivers and vehicles. Loading and unloading of the vehicles is not included. Heavy and oversized transports are not pre-planned.

Additional conditions for inland waterway transport

We assume free, open, ice-free, and unobstructed navigation as well as sufficient transit depths. In the event of unforeseen waterway closures, delays due to high or low water, ice, or other waiting times beyond our control, the agreed-upon demurrage rate will be charged. Any necessary shoring and/or ballast for load distribution are excluded. Cargo securing is not included but can be provided upon request for an additional fee.

Additional conditions for sea transport

Surcharges will be calculated as applicable at the time of transport (VAT rates apply). This includes surcharges related to the IMO's 2020 Global Sulphur Cap. Any additional ocean freight surcharges (peak season surcharge, congestion surcharge, etc.) or short-term market-related rate increases will be billed upon request, based on actual costs and upon presentation of written documentation. For ocean transport, the current versions of the ICC's Force Majeure Clause and Hardship Clause apply. These can be provided upon request. All shipments are subject to the availability of vessel space and equipment at the time of loading. In the event of an order, the terms and conditions of the Bill of Lading of the carrier used will apply. For charter shipments, the terms and conditions of a charter party, the Booking Note, and the supplementary Rider Terms apply, which must be agreed upon separately in detail before a firm booking. The basis for calculating ocean freight charges based on FRT (Forward Rate Transfer) is the volume determined by the tally. An adjustment to the sea freight costs is permissible in the event of deviations from the submitted packing list. Loading will be carried out using a vessel, shipping company, and flag of our choice. There are no restrictions regarding the age or flag of the vessels used.



Any necessary special cargo handling equipment (spreaders, shackles, etc.) must be provided by the client. Break bulk shipments and container loads of any kind will be loaded with the "decks option." Any VGM data not provided in a timely manner and any resulting costs will be borne by the client. Due to changes in SOLAS Chapter 6, the shipper must specify the verified gross mass (VGM) of a sea container before loading it onto a seagoing vessel. Providing incorrect data may result in additional

costs, which will be borne by the client. For container round trips, we assume direct loading and unloading of the containers. Containers must be sealed with a suitable seal by the client after stowage.