



SATELLITE LOGISTICS GROUP, INC.

TERMS AND CONDITIONS FOR NVOCC SERVICES

Revised March 2017

1. Definitions

- 1.1 "Bulk Goods" shall include any beverages or other liquids which are not bottled or in cartons or otherwise packaged for retail sale and which are carried or stored in a container, flexitank, Isotank or similar transport container.
- 1.2 "Combined Transport" shall mean carriage covered by this Bill of Lading where the "Place of Receipt by Pre-Carrier" and/or the "Place of Delivery by On-Carrier" are indicated on the face of this Bill of Lading in the spaces so designated.
- 1.5 "Carrier" shall mean Blue Eagle Consolidation Services GmbH.
- 1.6 "Freight" shall mean all monies of whatever nature howsoever payable by the Merchant to the Carrier
- 1.8 "Merchant" shall mean the Shipper, the Consignee, the holder of the Bill of Lading, the owner of the Goods or any person, body or corporate body at whose request the Carrier provides Services.
- 1.9 "Port-to-Port" carriage shall be any carriage which is not Combined Transport.

2. Application

- 2.1 All Carriage shall be subject to these conditions.
- 2.5 Nothing in these conditions should be construed as a surrender by the Carrier of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under any compulsorily applicable legislation, regulations or directives.

3. Clause Paramount

- 3.1 The Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading, signed at Brussels on the 25th August 1924 as enacted in the country of shipment shall apply to this contract. When no such enactment is in force in the country of shipment, the corresponding legislation in the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the Hague Rules shall apply.
- 3.2 In trades where the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 (The "Hague-Visby" Rules) compulsorily apply, the provisions of the legislation compulsorily applying the Hague - Visby Rules shall be considered to be incorporated into this Bill of Lading.
- 3.3 If the carriage covered by this Bill of Lading includes carriage from or to a port or place in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Goods by Sea Act 1936 ("US COGSA"), the terms of which are incorporated herein and shall apply throughout the carriage by sea and during the time that the Goods are in the actual custody of the Carrier at the sea terminal in the United States of America before loading onto the vessel or after discharge therefrom, as the case may be.

4. Services

- 4.1 The Carrier shall have full liberty to subcontract all or any part of the Services on any terms what-soever.
- 4.2 The Carrier shall, in its absolute discretion, decide on the means, route and method by which the Carriage is to be performed.
- 4.3 Without Prejudice to the generality of Clause 4.2 above, the Carrier may, without notice to the Merchant:
 - (i) carry the Goods on or under deck;
 - (ii) load or carry the Goods aboard any vessel, whether named in this Bill of Lading or not;
 - (iii) tranship, cross pump or otherwise transfer any Goods to a different conveyance, container or similar transport unit at any time during the Carriage; or



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(iv) at any time during the Carriage unpack and remove any Goods which may have been loaded in or on a trailer, container, pallet or similar transport unit.

5. Negotiability and title

6. Dangerous Goods

6.2 If the Goods are dangerous or may become dangerous during the Carriage, the Merchant shall:

- (i) advise the Carrier in writing before the commencement of the Carriage of the exact nature of the Goods and of the danger and, if appropriate, any precautions to be taken by the Carrier to ensure that the Goods do not cause harm to any person, property or the environment;
- (ii) ensure that the Goods, their packaging and any container, flexitank, Isotank, trailer or other equipment supplied by the Merchant is clearly marked and labelled and that such marking and labelling and any packaging is in accordance with any applicable local law or regulations; and
- (iii) comply with any legislation, conventions or regulations relating to the Carriage of such Goods.

6.3 Unless notice is given by the Merchant in accordance with Clause 6.2 above, the Merchant warrants that it will not tender for Carriage any Goods which are or might become dangerous or damaging to either themselves, goods, property, any person or the environment.

7. The Goods

8. Merchant's Undertakings

8.2 The Merchant shall save harmless and keep the Carrier indemnified from and against all liability, loss, damage, costs and expenses incurred by the Carrier (including, but not limited to, claims, demands, proceedings, fines, penalties and damages) arising out of:

- (i) the Carrier acting in accordance with the Merchant's instructions whether or not caused or contributed to directly or indirectly by any act, omission, neglect or default on the part of the Carrier and/or its employees or agents;
- (ii) any act, omission or default on the part of the Merchant or any breach by the Merchant of any of the warranties or terms of these conditions; and
- (iii) any claims for general average made against the Carrier in relation to the Goods. The Merchant agrees to provide security for any general average claims to the Carrier or any other party designated by the Carrier, both promptly and in a form acceptable to the Carrier.

8.3 The Merchant shall save harmless and keep the Carrier indemnified from and against all claims, costs and demands whatsoever, howsoever arising and by whomsoever made or preferred, in excess of the liability of the Carrier under these conditions.

9. Merchant Packed Containers

9.1 If a Container (which, for the purposes of this clause shall include any container, flat rack or other open container, trailer, tank, flexitank, Isotank or other such transport unit) is packed by or on behalf of the Merchant:

9.1.1 The Carrier shall not be responsible for any loss or damage to the Goods or any other contents thereof arising from or in relation to:

- (i) the manner in which the Container has been packed or the Goods loaded or stowed therein;
- (ii) the unsuitability of the Goods for carriage in the Container;



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- (iii) the unsuitability or defective condition of the Container;
- (iv) the failure to set any thermostat, ventilation or other such controls or apparatus properly or at all.

9.1.2 If the Container was supplied by or on behalf of the Carrier Clause 9.1.1 (iii) shall only apply to exclude the liability of the Carrier insofar as the unsuitability or defective condition of the Container should have been apparent to the Merchant upon a reasonable inspection of the Container prior to or during loading.

9.1.3 The Merchant shall inspect Containers prior to and during packing and the use of the Container by the Merchant shall be prima facie evidence of it being fit for purpose and in good and sound condition.

10. Charges and Payment

10.2 Unless otherwise agreed in writing by an authorized officer of the Carrier and subject to Clause 10.3 below, all Freight shall be fully earned on receipt of the Goods and shall be non-returnable.

10.3 The Merchant acknowledges that Freight has been calculated by reference to particulars provided by the Merchant. The Merchant warrants that correctness of the declaration of contents, insurance, weight, measurements and value of the Goods but if these particulars are incorrect it is agreed that a sum equal to double the correct Freight less the Freight charged shall be payable as liquidated damages for loss of Freight to the Carrier. This clause is without prejudice to the Carrier's rights or remedies otherwise enforceable or recoverable in the event of the Merchant providing incorrect particulars.

10.4 The Merchant shall pay all sums due to the Carrier in cash or as otherwise agreed without reduction or deferment on account of any claim, counterclaim, set-off or abatement.

10.7 The Merchant shall be responsible for any demurrage charges raised in relation to any vessel or equipment used for the provision of the Carriage.

10.10 Notwithstanding any agreement by Carrier to collect Freight, duties, taxes or any other sums of whatever nature from the Consignee or any other person, the Merchant shall remain liable to pay such sums to the Carrier.

11. Lien

11.1 The Carrier has a general lien on all goods, documents and money held by or on behalf of the Carrier which may be applied against any account or sums due from the Merchant or the owner of the Goods to the Carrier whatsoever. The Carrier also has a particular lien on all Goods, documents and money held by or on behalf of the Carrier.

11.2 Upon the Carrier exercising its lien under Clause 11.1 above, storage charges shall apply to any Goods or documents held subject to the lien. Such storage charges shall be for the account of the Merchant.

11.3 Upon giving the Merchant at least 28 days written notice, the Carrier may sell, dispose of or otherwise deal with the Goods or documents as agent for and at the expense of the Merchant and apply the proceeds towards the payment of any sums due from the Merchant or the owner of the Goods to the Carrier.

11.4 Upon accounting to the Merchant for any balance remaining after payment of any overdue sums and the costs of and/or associated with the storage, sale, disposal and/or dealing with the Goods or documents, the Carrier shall be discharged from any liability whatsoever in respect of the Goods or documents.

11.5 The notice period for the sale, disposal or dealing with the Goods or documents in Clause 11.3 above shall not apply where the Goods are likely to perish, deteriorate or damage other goods or property or if the Carrier considers them to be a risk to life, health or the environment. In such circumstances, the right to sell, dispose or deal with the goods in Clause 11.3 shall arise immediately upon the sum becoming due. The Carrier shall take reasonable steps to notify the Merchant or other persons interested in the Goods or documents of its intention to sell, dispose or otherwise deal with the Goods or documents.

11.6 The Carrier may apply any money held by the Carrier to the settlement of any sums due from the Merchant or owner of the Goods as the Carrier, in its absolute discretion, considers appropriate. The Carrier will, after



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satisfaction of all sums due from the Merchant or owner of the Goods, account to the Merchant for the balance of any money so held.

12. Liability

12.1 Port-to-Port Shipments

12.1.1 If the Carriage covered by this Bill of Lading is Port-to-Port the Carrier's liability (if any) for loss, damage or delay to the Goods occurring from and during loading on to any vessel up to and during discharge from that vessel or from another vessel into which the Goods have been transhipped shall be determined in accordance with the Hague Rules or such other provisions as may be incorporated by Clause 3 above.

12.1.2 The Carrier shall have no liability whatsoever howsoever arising for any loss or damage to the Goods (whether or not the Goods are in its actual or constructive possession) before loading or after discharge.

12.1.3 If, and to the extent that, Clause 12.1.2 is contrary to any compulsory legislation, convention or law, the Carrier shall have the benefits of any rights, immunities, limits, exclusions and defenses available to the Carrier in Clause 12.1.1 as if the loss or damage occurred at sea.

12.2 Combined Transport

12.2.1 If the Carriage covered by this Bill of Lading is Combined Transport, the Carrier undertakes to perform and /or in his own name procure the performance of the carriage from the Place of Receipt by Pre-Carrier or the Port of Loading (as applicable) to the Place of Delivery or the Port of Discharge by On-Carrier (as applicable).

12.2.2 The Carrier shall have no liability for loss, delay or damage whatsoever and howsoever caused to the Goods which occurs before the Goods are received by or on behalf of the Carrier or after delivery of the Goods to the Merchant or the Consignee or otherwise in accordance with the Merchant's instructions or the terms of this Bill of Lading.

12.2.3 If the Merchant can prove the stage of the carriage during which the loss, damage or delay occurred the liability of the Carrier shall be determined:

- (i) by the provisions of any national law or international convention, the provisions of which cannot be departed from by private contract and which apply compulsorily to the relevant stage of the carriage;
- (ii) where the loss, damage or delay occurred during the carriage of the Goods aboard water borne craft (whether upon inland waterways, coastal routes or the high seas), by the provisions of Clause 12.1.1;
- (iii) where no national law or international convention applies in accordance with clause (i) above and (ii) above does not apply, in accordance with Clauses 12.3 to 12.9 below.

12.2.4 Where the Merchant is unable to prove the stage of the carriage during which the loss, damage or delay occurred, the liability of the Carrier shall be determined in accordance with Clauses 12.3 to 12.9 below.

12.3. The Carrier shall not be liable for any loss, damage or claims arising from or in relation to:

- (i) act of God;
- (ii) consequences of war, invasion, act of foreign enemy, hostilities, civil war, riots, rebellion, insurrection, military or usurped power or confiscation, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- (iii) seizure or forfeiture under legal process;
- (iv) breach by the Merchant of a warranty or other obligation provided by the terms of these conditions;
- (v) any other error, act or omission, misstatement or misrepresentation by the Merchant or other owner of the



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Goods or by servants or agents of either of them;

(vi) inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the Goods;

(vii) insufficient or improper packing, labelling, addressing or, where performed by the Merchant or owner of the Goods or servants or agents of either of them, insufficient or improper loading, stowage and securing;

(viii) strike, lockout, stoppage or restraint of labor from whatever cause; and

(ix) any cause or event whatsoever which the Carrier is unable to avoid and the consequences of which the Carrier is unable to prevent by the exercise of reasonable diligence.

12.4 Where the Carrier can demonstrate that the loss, damage or claim could be attributable to one of the causes in clause 12.3 above, it shall be presumed that the loss, damage or claim was so caused. However, the Merchant shall be entitled to prove that the loss, damage or claim was not so caused.

12.5 The Carrier gives no warranties or undertakings with regard to collection or delivery dates or times and is under no liability whatsoever for failure to adhere to any collection or delivery dates or times.

12.6 The Carrier shall not in any circumstances be liable for any consequential loss whatsoever, howsoever arising, including, but not limited to, loss of profits (whether direct or consequential), goodwill, market share, future or anticipated sales, loss of production or factory "downtime", damages, costs and expenses incurred or payable by the Merchant to any third party or any other indirect or consequential loss.

12.7 For all claims whatsoever, howsoever arising the Carrier's liability shall not exceed:

(i) For claims for loss of or damage to Bulk Goods:-

(a) the value of the loss or damage; or

(b) a sum calculated at the rate of 300 SDR per metric ton on the gross weight of the goods actually lost or damaged; or

(c) a sum not exceeding 7,300 SDR for all Goods contained within any one container, flexitank, Isotank or similar transport container, whichever shall be the least.

(ii) For claims for loss of or damage to all other Goods:-

(a) the value of the loss or damage; or

(b) the sum of 2 SDR per kilo of the gross weight of the Goods lost or damaged, whichever shall be the least.

12.8 For the purposes of Clause 12.7, the value of the Goods shall be taken to be their value upon the taking over of the Goods by or on behalf of the Carrier.

12.9 The Carrier may, at its discretion, agree to increase the limits of liability herein. The Carrier reserves the right to demand an additional charge for the Carriage if such an increase is agreed. Such an agreement must be made in writing and signed by an authorized officer of the Carrier.

12.10 These Conditions apply to and govern all claims made against the Carrier arising from or in relation to the Carriage whether such claims are pursued in contract, tort, bailment or otherwise.

13. Claims

13.1 Unless the Merchant gives notice to the Carrier or its agent at the Port of Discharge or Place of Delivery by On-Carrier (as applicable) of the general nature of loss, damage or delay before or at the time of removal of the Goods or, if the loss or damage be not apparent, within 3 working days, such removal shall be conclusive evidence of the delivery of the Goods in accordance with and as described in this Bill of Lading.

13.2 The Carrier shall, in any event, be discharged from all liability whatsoever and howsoever arising unless suit is bought and written notice thereof is given to the Carrier within 9 months from:



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- (i) the date of the event or occurrence alleged to give rise to the cause of action against the Carrier; or
- (ii) where the date of the aforementioned event or occurrence cannot be ascertained, the date of delivery or intended delivery of the Goods.

14. Law and Jurisdiction

14.1 These conditions and any contract or agreement between the Customer and the Company which is subject to these conditions and any dispute arising thereunder (including, but not limited to, disputes as to the validity of and effects of such agreement, these conditions or any part thereof and whether or not such disputes are pursued for breach of contract or duty in tort, bailment or otherwise) shall be construed and resolved in accordance with German law.

14.2 The German courts shall have exclusive jurisdiction to hear and determine any dispute arising from or in relation to these conditions and any contract or agreement subject thereto (whether or not such disputes are pursued for breach of contract or duty in tort, bailment or otherwise) including, but not limited to, any dispute as to the validity or interpretation of the –contract or agreement or of these conditions.