

GENERAL TERMS & CONDITIONS of KUEHNE + NAGEL Gesellschaft m.b.H.

- (1) Our activity as forwarding agent and the rendering of our services and the services themselves are subject to the General Austrian Forwarders' Terms and Conditions [AÖSp], as amended, which are available for inspection on our premises. In the case of conflicts these General Terms and Conditions shall prevail over the AÖSp.
- (2) Official charges such as customs duties and turnover tax on imports shall be due immediately without exception. Those charges are absolutely prohibited from being set-off. Even if the invoice is to be issued to a third party as per your instruction, you shall remain liable for payment to us without limitation. In the case of default in payment we shall charge default interest at a rate of 1.5% p.m. All costs of dunning and collection shall be reimbursed to us, the latter to the extent defined in Regulation *BGBI* [Federal Law Gazette] 1996/141 as amended.
- (3) The weights of ULDs are subject to freight. For ULDs not returned to us or damaged their reinstatement value shall be paid to us. Transports (returns) of transport packaging, repackaging and display/sales packaging which are necessary because of the Austrian Packaging Regulation (*VerpackVO*) can only be carried out upon a separate shipment order and with a separate invoice according to price list.
- (4) All ULDs, which also include containers, must be returned in a clean and undamaged condition. Repairs resulting from damage to and/or cleaning of ULDs shall be charged to you according to the expenses incurred. Damage to the container or to ULDs is, in principle, not covered by cargo insurance.
- (5) Without exception Kuehne + Nagel shall not be obliged to load or unload, treat, stow, etc. the cargo; Kuehne + Nagel will, however, be pleased to carry out such services for you upon separate order and against separate invoice.
- (6) When providing goods and services, Customer / Shipper shall comply with all requirements of export, customs and foreign trade legislation ("FOREIGN TRADE REGULATIONS") and obtain the required export authorizations, unless Customer / Shipper, but KN or a third party is obliged to apply for the export authorizations under applicable FOREIGN TRADE REGULATIONS. Customer commits to comply with the EU and US anti-terrorism legislation (e.g. Council Regulation (EC) No. 881/2002 of 27 May 2002, Council Regulation (EC) No. 2580/2001 of 27 December 2001, last amended by Council Regulation No. 1285/2009 of 22 December 2009, USA Patriot Act of 2001 etc.) and agrees to make the inquiries as required by this legislation with regard to its own business contacts, partners, subcontractors and employees. Customer guarantees that all consignees and all shipping addresses have been checked against all publicly available EU and US terrorist lists, blacklists, or similar publications or databases. KN is not obliged to effect any transportation and/or deliveries to any (natural or legal) person listed on any such list.

Specific terms and conditions

- (7) The bill of lading terms shall apply to transport services of Blue Anchor Line (BAL). The place of performance and place of jurisdiction for those services shall be Hong Kong. The corresponding law shall apply. The terms and conditions printed on the reverse side of the airway bill shall apply to air cargo shipments.
- (8) Loading and unloading procedures and export and import customs clearance in road traffic must be carried out immediately.