



GENERAL TERMS AND CONDITIONS
OF THE J. MÜLLER GROUP

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1. General provisions

Sec. 1 Scope of Application

- [1] These General Terms and Conditions [„GTC“] shall apply to handling, storage of goods and all other services rendered by J. MÜLLER Aktiengesellschaft, J. MÜLLER Weser GmbH & Co. KG, J. MÜLLER Stahl + Projekt Terminal GmbH & Co. KG, LogServ Logistik Services GmbH & Co. KG as well as any other subsidiaries and affiliated companies of J. MÜLLER Group [hereinafter called „J. MÜLLER“]. The companies belonging to J. MÜLLER can be reviewed at www.jmueller.de.
- [2] J. MÜLLER only enters into agreements with entrepreneurs, legal entities governed by public law or special assets under public law [„Principal“] in the context of the above referenced and for all other activities in connection therewith based on these GTC, subject to the regulation in Sec. 2. These GTC shall not apply vis-à-vis consumers [Sec. 13 BGB, German Civil Code].
- [3] The Agent does not accept any of the Principle's terms and conditions conflicting with these GTC unless J. MÜLLER expressly consented to such in writing. J. MÜLLER's GTC shall also apply if J. MÜLLER renders the service to the Principle in knowledge of conflicting GTC or conditions deviating from these GTC without reservation.

Sec. 2 Additional bases for agreements

- [1] In addition, public law provisions, which have to be observed by all contractual parties and their vicarious agents, in particular the harbor laws and harbor regulations applicable in each case, as well as the customs, tax and railroad provisions shall apply to the services of J. MÜLLER as well as to the use of the harbor systems and facilities.
- [2] If the requirements in Sec. 24 of these GTC are met, the General German Freight Forwarding Terms and Conditions 2017 [Allgemeine Deutsche Spediteurbedingungen 2017, hereinafter referred to as ADSp], which will be provided on request and are available at www.dslv.org shall also apply.
- [3] In addition, the provisions of Part II [Special Part] Section D. of the General Terms and Conditions of Use of Niedersachsen Ports GmbH & Co. KG [which will be provided upon request and can be reviewed at www.nports.de] shall also apply accordingly to the agreement. In case of any contradictions, these shall be subordinated to the provisions of these GTC and apply within the scope of application determined in Sec. 24 vis-à-vis the provisions of the ADSp.
- [4] The Principal shall be responsible to review if the acceptance and the freight traffic of goods is permitted according to the relevant official provisions. The same shall apply for the compliance with declaration obligations existing under public law provisions. If J. MÜLLER conducts such activities, it shall only do so as a representative of the Principal without its own liability for the accuracy of the performance

Sec. 3 Insurance

J. MÜLLER shall not be obligated to provide insurance of the goods. Only as far as J. MÜLLER acts as freight forwarder [Spediteur], shall J. MÜLLER provide insurance of the goods [e.g. transport or storage insurance] from an insurance company of its choice at market-standard conditions, if the Principal commissions J. MÜLLER before handing over the goods to this end. The Principal has to determine the insurance amount and the risks to be covered; this shall in particular apply for the term of the insurance; in this case, No. 21.6 ADSp shall apply in addition.

Sec. 4 Safety provisions

- [1] The provisions of the International Ship and Port Facility Security Codes [hereinafter: „ISPS Code“] shall apply in the area of J. MÜLLER’s facilities. J. MÜLLER shall be entitled to take all necessary measures for the implementation of the ISPS Code. The resulting costs shall be settled in form of a safety fee by the competent body [e.g. Niedersachsen Ports GmbH & Co. KG, which is as the harbor operator also responsible for the monitoring of the compliance with the ISPS Code] vis-à-vis the respective shipping company. The Principal agrees to inform the shipping company hereof and to enter into a corresponding cost allocation agreement with it. The Principal agrees to indemnify J. MÜLLER from any cost reimbursement claims.
- [2] The Principal ensures that it monitors the implementation of the EU Regulations regarding the Combat against International Terrorism [EU Reg. 2580/2001 and 881/2002 - newest version] as well as the compliance with the respective applicable US-American anti-terrorism laws and regulations in its business operations and that it is no terrorist organization | person and also maintains no business or other connections to such organizations | persons.

2. Provisions regarding shipping traffic

Sec. 5 Addressee of duties

- [1] The Principal shall ensure that the shipping company | the skipper complies with the following Secs. 6 to 8. The Principal shall ensure this in particular by respective contractual agreements.
- [2] Any claims vis-à-vis the shipping company | the skipper shall remain unaffected.

Sec. 6 Berths

- [1] Irrespective of the allocation of berths by the competent body, the skipper shall remain responsible for the requirement that his vessel fulfills the public law provisions for taking up the allocated harbor berth on an ongoing basis and that the traffic on land or at the docks is not impacted or endangered.
- [2] To ensure smooth traffic at the facilities, J. MÜLLER can demand that the vessel is brought to a different berth and | or leaves the allocated berth at the latest within two hours after the request was made, after the reloading work is completed or respectively in case of an interruption of reloading caused without any influence of J. MÜLLER. If a vessel does not fulfill this request, then J. MÜLLER can have the ordered measures performed by third parties for

the account and at risk of the Principal after coordination with the competent bodies [e.g. Niedersachsen Ports GmbH & Co. KG, Port Authority]. The Principal agrees to indemnify J. MÜLLER from any claims resulting hereof.

Sec. 7 Clearance of vessels

- [1] The Principal shall provide general information about the arrival of vessels [e.g., but not comprehensively regarding the size of the vessel, the type and volume of load] in due time [in case of sea vessels 14 days and in case of coasters | inland waterway vessels 5 days before the arrival of the vessel]. It is obligated to provide cargo manifests for loading and unloading [loading lists etc.] in due time, usually 3 days before handling starts, and also to ensure that the vessel is ready to be loaded and | or unloaded in due time.
- [2] Shore-up of a sea vessel is only provided after prior agreement and on account and at risk of the Principal. As far as the cargo handling gear is not used for loading and unloading, it may not hinder J. MÜLLER's handling operation.
- [3] Opening and closing of the hatches is done by the Principle or respectively at its sole risk. If loading or unloading takes place in the dark or at times of inadequate visibility, the Principal shall ensure that the hatches, cargo holds and the deck of the vessel are sufficiently illuminated. Explosion-protected luminants shall be used for lighting in each case.
- [4] Work on the vessel during handling, such as repair work, bunkering etc., which hinders or endangers handling, require J. MÜLLER's prior consent.
- [5] The Principal and its auxiliaries shall be obligated to monitor handling and, where necessary, to assist in it.

Sec. 8 Delays, obstacles, delivery of unloaded cargo

- [1] The Principal is obligated to inform J. MÜLLER of circumstances which complicate employment of personnel and | or loading and unloading gear as well as vehicles customary at the location or make this impossible or which result in a danger of personnel, the vessel, the cargo or the gear. The Principal shall impose a corresponding duty of information to the ship's command.
- [2] In case of gale force winds with wind speeds from 8 on the Beaufort scale and | or other significant weather-related events, J. MÜLLER is entitled to halt handling. Any obligations regarding handling | unloading amounts shall be suspended during this time. The Principal shall be liable for any waiting periods.
- [3] The Principal shall also be liable for waiting periods, if the ship's command, the Principal and | or the unloader stops the handling for reasons which are not in J. MÜLLER's sphere of influence.
- [4] If the Principal violates orders by J. MÜLLER pursuant to Sec. 6 despite warning or in the event of other circumstances concerning the vessel and | or the cargo, which make the processing of

the order significantly more complicated or impossible, J. MÜLLER shall be entitled to reject the execution of the assignment even after the handling has begun and to rescind from the agreement. Any further statutory rights of J. MÜLLER remain unaffected.

- [5] Unloaded cargo shall be delivered to the bearer of the bill of lading or delivery order, if the delivery stamp of the ship's representative is attached. It is also handed over in exchange for a dock warrant, if it is issued by the holder of the bill of lading or delivery order and stamped by J. MÜLLER in exchange for the submission of the bill of lading or delivery order. The number and the content of the dock warrants have to be confirmed by the issuer of the bill of lading or delivery order. In the other cases, delivery only takes place in exchange for a written consent of the ship's representative; at this J. MÜLLER does not have to review the signature unless there are substantiated doubts about its authenticity.

3. Special provisions for handling of cargo

Sec. 9 Structure of obligations | interim storage | delivery

- [1] Handling of cargo includes all services performed by J. MÜLLER in connection with the unloading and loading of goods from and to means of transport and the associated change of location from one means of transport to another, from the warehouse [including silos] to a means of transportation, from a means of transportation to the warehouse, within and between warehouses. In case of loading and unloading services on | from vessels in accordance with the agreement handling by J. MÜLLER for the Principal shall end | begin with stepping over the ship's rail unless otherwise agreed upon. Unless anything different is agreed, lift work in the ship's area from and up to the rail are performed by J. MÜLLER according to instructions of the skipper or his agents; however, positioning, guiding as well as acceptance | fastening of the goods [storing] on the vessel is not J. MÜLLER's responsibility.
- [2] If the goods are delivered by truck or in a railroad wagon, then the Principal is obligated to provide J. MÜLLER at the latest 5 days before arrival any information necessary to provide the service by J. MÜLLER [in particular about the type and volume of the load and the exact time of arrival]. Sec. 7 para. 2 shall apply to clearance of vessels.
- [3] The freight traffic performed by J. MÜLLER does not obligate J. MÜLLER without a separate agreement to secure loads for transportation and operation in the collecting means of transport; the corresponding securing is the responsibility of the Principal, which has to commission the collecting carrier accordingly.
- [4] There is no obligation for direct handling from one means of transport to another means of transport. If the goods are taken over by J. MÜLLER before the transfer to the vessel or other means of transport or are not immediately delivered after the transfer to the vessel or other means of transport, then the handled goods can be kept in intermediate storage by J. MÜLLER on account of the Principal | parties interested in the cargo [indirect handling]. Sec. 22 of these GTC shall apply accordingly.

- [5] If the goods are delivered for a named carrier | ship owner, then J. MÜLLER shall take over the goods for this carrier | ship owner. For the other deliveries goods are kept in interim storage for the Principal subject to the below para. 6, until J. MÜLLER receives different direction.
- [6] If the interim storage for the Principal referenced in the above paragraphs exceeds the time frame of twelve business days, then the goods are considered as stored as of the 13th business day for the Principal pursuant to Sec. 22 of these GTC. However, after this point in time, J. MÜLLER is also entitled to demand from the person entitled to the cargo to pick the goods up within seven days. If this demand is not followed, J. MÜLLER may move or store the goods otherwise on account of the Principal.
- [7] J. MÜLLER may reject the acceptance of such goods for which proof of a fixed order of continued transport is not provided. In addition, for operational reasons goods can be rejected [e.g. bulk shipments], if no prior agreement was made with J. MÜLLER about their acceptance.

Sec. 10 Handling amount obligation

- [1] There is no loading or unloading amount obligation with the acceptance of a handling order. This requires a separate agreement. However, such an agreement does not apply to goods which are not suitable for handling with the available handling gear, and also to goods which do not have normal quality.
- [2] J. MÜLLER has 48 hours as [minimum] loading or unloading time, unless otherwise agreed.

Sec. 11 Time count

- [1] Time count for any loading and unloading volume obligation and for the calculation of the loading and unloading time:
- Monday 6:00 a.m. to Saturday 2:00 p.m.
 - No time count from Saturday 2:00 p.m. to Monday 6:00 a.m. on holidays.
 - On days before holidays [01 January, 01 May, Easter Monday, Whitsunday and first Christmas Day] the time count is suspended at 12:00 a.m.
- [2] Beginning of the time count:
- At arrival Monday to Friday until 2:00 p.m.: Beginning of the time count 2:00p.m.
 - At arrival Monday to Friday 2:00 p.m. to 5:00 p.m.: Beginning of the time count on the next business day 6:00 a.m.
 - At arrival Saturday until 12:00 p.m.: Beginning of the time count on the next business day 6:00 a.m.
 - At arrival Saturday after 12:00 p.m.: Beginning of the time count on the next business day 2:00 p.m.
- [3] Readiness for loading and unloading can be provided at arrival at the loading | unloading site. If the loading | unloading site is occupied, the next possible theoretical arrival time in

consideration of the drought is taken as a basis [drive time from anchor site Neue Weser Reede | Nord Reede to Brake = 5 hours].

- [4] If work is done outside the time count, e.g. before the beginning of the time count, on Sunday or on holidays, this time shall remain unconsidered for the loading and unloading volume obligation.
- [5] If the relevant parameters for an arrangement change after an agreement about the loading and unloading time to be observed [e.g. instead of direct transfer to available means of transport the goods are stored], then waiting times caused by this shall not be considered in the loading and unloading time.
- [6] J. MÜLLER shall have the right to continue the loading | unloading when it rains if the Principal does not explicitly request otherwise and if J. MÜLLER may reasonably assume to act in accordance with the legitimate interest of the Principal.

Sec. 12 Berth occupancy charges

There is no obligation to pay berth occupancy charges on the part of J. MÜLLER, unless this is explicitly agreed.

Sec. 13 Restrictions to the handling of cargo

- [1] The Principal shall inform J. MÜLLER immediately in case of especially valuable good or such that are in danger of theft [such as, for example, money, jewelry, precious stones, check and credit cards, securities or art work] as well as animals, life plants, finished tobacco goods, alcohol| spirits, household goods and electronic goods from the area telephone communication, data processing, photo, video and entertainment electronics in due time so that J. MÜLLER has the opportunity to decide about the acceptance of the goods and can, if necessary, take measures for a secure and damage free processing of the order. J. MÜLLER is entitled to exclude such goods from freight traffic. J. MÜLLER shall inform the Principal immediately of such exclusion.
- [2] Upon official request or to fulfill legal provisions that are binding in Germany, J. MÜLLER is authorized to not accept or stop goods and also to make the acceptance or return dependent from special requirements. Costs incurred thereby shall be borne by the Principal. This shall also apply to storage fees which are incurred due to officially ordered measures. J. MÜLLER shall not be liable for damages, which result from the exercise of the above authorizations.
- [3] If delivered | unloaded goods may no longer be provided or may not be loaded | delivered due to legal provisions or official orders, the Principal of J. MÜLLER shall be obligated to take the goods back immediately.

Sec. 14 Dangerous goods

- [1] Dealing with dangerous goods in the respective harbors is subject to the respectively applicable harbor use provisions | harbor safety regulations in connection with the respective

country law regarding harbor traffic and shipping. Services in connection with dangerous goods will generally not be rendered, unless these are explicitly agreed with J. MÜLLER, the

public law provisions | harbor use provisions in respect of dangerous goods will be made available to J. MÜLLER in due time. The Principal | ship owner has to review if the handling and other services regarding the dangerous goods to be performed upon agreement by J. MÜLLER are permitted and if there are any special requirements, if applicable.

- [2] For goods, which are not subject matter of provisions regarding dangerous goods | public law provisions or harbor use provisions, which can, however, pose dangers due to their freight-specific properties during custody | handling or when stored, the Principal also has to explicitly inform J. MÜLLER about these properties and their treatment at the latest when giving the assignment. Upon request by J. MÜLLER, the Principal shall provide a safety data sheet.

4. Special provisions on services as ship broker or clearing agent

For services that J. MÜLLER renders as ship broker or clearing agent the following provisions shall additionally apply:

Sec. 15 Subject of assignment

- [1] In all cases, J. MÜLLER shall act on behalf and for account of the Principal unless otherwise agreed in writing.
- [2] J. MÜLLER is entitled and authorized to take any measures necessary to meet the contractual obligations particularly but not limited to the conclusion of market standard contracts with third parties in the name and for the account of the Principal.
- [3] Unless explicitly stated otherwise, any offers submitted by J. MÜLLER as ship broker or clearing agent shall be non-binding.
- [4] In his capacity as sale and purchase broker or chartering broker J. MÜLLER shall have the authority to conclude contracts on behalf of the Principal unless explicitly excluded by the Principal. J. MÜLLER is exempted from the restrictions of Sec. 181 BGB [German Civil Code].
- [5] J. MÜLLER is authorized, but not obligated, to collect sums due to the Principal from third parties and to accept payments from third parties for the Principal. J. MÜLLER has the right to pay out to the Principal any foreign-currency amounts it has collected for the Principal in Euros at the exchange rate valid on the date of payment.
- [6] J. MÜLLER is not obliged to provide financial guarantees [Garantien] or sureties [Bürgschaften] to third parties for the Principal or to make any payments for which the Principal has neither provided cover in advance to J. MÜLLER nor provided different collateral which J. MÜLLER's in its fair judgment considers to be sufficient.

Sec. 16 Remuneration, Compensation for expenses

- [1] Besides the remuneration agreed on for the services as ship broker, for any financial guarantees, sureties or disbursements of the ship broker provided in the scope of the contract

J. MÜLLER shall be entitled to additionally receive a commission fee of at least 2.5 % of the nominal value of the security provided.

- [2] All costs incurred in connection with bank transfers made by, to or for the Principal shall be borne by the Principal.
- [3] In addition to its remuneration and commission claim J. MÜLLER shall be entitled to demand from the Principal the reimbursement of any and all expenses which he has reasonably incurred during the performance of the contract.
- [4] In the event that a specific currency has not been agreed for J. MÜLLER's remuneration, J. MÜLLER can, at his option, demand payment in the currency of the transaction upon which his remuneration [e.g. commission] is based, or in euros at the exchange rate valid on date of the invoice to the Principal. The Principal can demand compensation for expenses, at his option, in the currency in which these were incurred or in euros at the exchange rate valid on the date of the invoice to the Principal. Commission claims based on the provision of security shall be deemed to have arisen in the currency of the relevant security.

Sec. 17 Dangerous goods

The Principal shall inform the J. MÜLLER immediately and without delay in writing if the assignment involves any items or goods which require special handling in regard to their receipt, loading, discharge, storage, transport or delivery, or for which notification or a permit is required. This shall specifically include, without limitation, dangerous goods as defined under the International Maritime Code for Dangerous Goods [IMDG Code].

Sec. 18 Embargos and sanctions

- [1] The Principal warrants that the transaction which is being performed in connection with the assignment of J. MÜLLER does not violate statutory rules or regulations, particularly including, without limitation, any economic, trade or financial sanctions with which J. MÜLLER must comply [hereinafter collectively referred to as "*Prohibitive Legislation*"].
- [2] J. MÜLLER shall not be obliged to perform any services which violate the Prohibitive Legislation or in relation to which there is reason to suspect that a violation may occur. In the event of a refusal, J. MÜLLER shall be entitled, notwithstanding the partial or non-performance of contract, to claim from the Principal the reimbursement of any and all expenses which he has incurred in connection with the assignment.

Sec. 19 Indemnification

The Principal shall indemnify J. MÜLLER from third party claims, which are brought against J. MÜLLER in connection with the fulfillment of its contractual duties as ship broker or clearing agent, unless the Principal proves that such claims are due to an intentional or grossly negligent breach of duty by J. MÜLLER, its legal representatives, employees or other vicarious agents.

Sec. 20 Confidentiality

J. MÜLLER is required to treat as confidential only such information and data of the Principal which the Principal has specifically identified as confidential in writing.

5. Provisions regarding other transactions

Sec. 21 Stevedoring and packaging transactions

- [1] J. MÜLLER shall only take on stevedoring work [positioning, leading and accepting | mooring of the goods] on board of the vessel based on a separate agreement for compensation pursuant to the orders of the skipper, its commissioned persons or the Principal. The orders are not to be reviewed for accuracy. The loading room preparation [e.g. with dunnage], fastening to protect the goods and ensuring of the loading and operating safety of the vessel are not the subject matter of the stevedoring agreement, unless this is agreed upon.
- [2] The production of transport packaging is also only performed based on a separate agreement for compensation according to the Principle's specifications; J. MÜLLER shall not be obligated to review their accuracy.
- [3] The services named in para. 1 and 2 are only independent main obligations, if they are sole services under the agreement. Otherwise, such services are ancillary services. If a contract on services pursuant to Sec. 24 [1] includes the packaging of goods, this is a logistic service typical for freight forwarding, to which Sec. 24 [2] applies accordingly.
- [4] The Principal shall review and accept these services by J. MÜLLER immediately after their completion. Defects which are obvious or visible after review shall be notified immediately, otherwise the work shall be deemed as performed according to the agreement unless such defect has been maliciously concealed. Notice of defects after acceptance shall be given in text form.
- [5] The services have been accepted at the latest at the time when the vessel departs.

Sec. 22 Warehousing

- [1] J. MÜLLER shall be entitled to reject goods which due to their quality and | or their condition are not suitable to be stored in silos and | or on-floor. J. MÜLLER shall also be entitled to store suitable goods outside. J. MÜLLER may store cargo from different parties together, if the cargo is suitable to do so and, as evident by the written cargo details, the quality of the goods will not deteriorate.
- [2] The handling restrictions [Secs. 13 and 14 of these GTC] shall apply accordingly.
- [3] J. MÜLLER shall have the right to take goods immediately out of storage on account of the Principle, if the goods change their quality or respectively their condition during storage in such a way that further storage endangers the storage facility or other stored goods.

- [4] If goods are stored in premises which are not owned by J. MÜLLER, the owner of the property and the landlord | lessor are not vicarious agents of J. MÜLLER.

Sec. 23 Transportation processing

As far as the Principal itself arranges a transport, it has to ensure an orderly securing of the load, in particular transport and traffic-safe stevedoring, loading and packaging of the goods by the carrier used by it. The Principal shall diligently select the freight forwarder [Spedition] | carrier [Frachtführer] commissioned by it and ensure that they are sufficiently insured. Moreover, the Principal has to ensure that the company commissioned by it was instructed about the use of the handling facilities and the conditions on the premises of J. MÜLLER.

Sec. 24 Shipping and transportation transactions | customs clearance processes

- [1] Services which include the relocation of goods and which are not part of handling the goods as per Sec. 9 of these GTC are rendered by J. MÜLLER as a freight forwarder in terms of Sec. 453 HGB [German Commercial Code]. J. MÜLLER is only obliged to provide the conclusion of the agreements that are necessary to render these services. Secs. 458, 459 and 460 HGB [German Commercial Code] remain unaffected.
- [2] Services set out in par. 1 shall primarily be governed by the ADSp provided that the liability shall be subject to Secs. 31, 32 and 33 of these GTC.
- [3] J. MÜLLER only takes on the customs clearance, as far as it was commissioned to do so.
- [4] J. MÜLLER can charge a special compensation for the customs clearance processes in addition to the actually incurred costs. Customs, taxes and similar costs in regard to the goods shall be borne exclusively by the Principal and shall be paid by it. J. MÜLLER shall be entitled to demand security for the expected customs, taxes and similar costs. The Principal shall be obligated to indemnify J. MÜLLER upon its first demand of customs, taxes and similar costs.
- [5] J. MÜLLER handles the customs formalities based on the information | documents provided by the Principal as its representative. The Principal shall be obligated to provide all documents and information necessary for the customs clearing processes so early that the customs clearing processes can be handled in J. MÜLLER's normal business operation. The Principal shall be responsible for the completeness and accuracy of the documents and information.
- [6] The Principal is responsible for the customs clearing processes in other locations than those where J. MÜLLER has undertaken the customs clearing processes.

Sec. 25 Railway processing

J. MÜLLER does not warrant the provision of the wagons in due time, where J. MÜLLER brokers the request for railroad wagons. For lack of other agreements and information from the Principle, the request for wagons is made at the discretion of J. MÜLLER in consideration of the operational needs of J. MÜLLER and at the customer's risk. In case of railroad processing, the General Conditions of Use for the Railroad Infrastructure [ABE] of Niedersachsen Ports GmbH & Co. KG [which will be

provided upon request and can be reviewed at www.nports.de] shall apply subordinated to the provisions of these GTC.

Sec. 26 other services

- [1] If J. MÜLLER provides other services which are not explicitly mentioned in these GTC, as a rule, such services shall be ancillary services dependent on the services set out in these GTC and shall be subject to the provisions of these GTC that apply to the respective main services. This also applies to activities which do not directly belong to the handling of goods, warehousing, transportation or shipping business.
- [2] The Principal is obligated to provide the necessary cooperation for J. MÜLLER's services. Any items, information and rights necessary for the performance of the services, shall be provided by the Principle.
- [3] J. MÜLLER shall render the services according to the Principle's specification. J. MÜLLER is entitled, but not obligated to review the requirements.
- [4] The acceptance of other services shall take place through delivery to the Principal or a third party named by the Principle. J. MÜLLER shall be notified of evident defects at the time of acceptance. The notification shall be in text form. If no notification is made, the other service shall be deemed as compliant with the agreement, unless the performance defect was maliciously concealed.

6. Transfer of Risk, Treatment of Damages and Delays

Sec. 27 Bearing of risk

J. MÜLLER shall bear the risk as of the time when the cargo is set down at its facilities until the crossing of the rail of the vessel or setting down of the cargo on the other means of transport. If the Principal is in delay of acceptance, the risk shall transfer to it. J. MÜLLER shall not be liable for the accidental loss or deterioration of the goods.

Sec. 28 Determination of damages

- [1] At the time of acceptance and delivery of the goods as well as during the direct handling by J. MÜLLER, J. MÜLLER only determines such defects which can be seen from the outside. The result will be written down or recorded on electronic data carriers and the person authorized to dispose of them on behalf of the Principle will be informed of it upon request.
- [2] If the person authorized to dispose of them on behalf of the Principle reports a loss, a reduction or damages on the goods taken over by J. MÜLLER, then J. MÜLLER shall determine the condition of the goods and where possible also the cause and the time of damages on account of the Principal. The result will be written down or recorded on electronic data carriers and the person authorized to dispose of them on behalf of the Principle will be informed of it.

- [3] When taking over goods from vessels or other means of transport, J. MÜLLER does not represent the rights of the recipient derived from the bill of lading or other freight documents vis-à-vis the carrier. In particular, it is not obligated to notify of damages according to Sec. 438 HGB [German Commercial Code] | Sec. 510 HGB [German Commercial Code] or to participate in an inspection of the goods arranged by the vessel.

Sec. 29 Notification of damages

- [1] J. MÜLLER shall be informed in text form of a loss or damages at the latest when the goods are delivered to the person authorized to receive them or his commissioned party or to the commissioned carrier | to the vessel. If the loss was not visible on the outside, it is sufficient if the notification was sent within seven days after this point in time. The loss or the damage has to be sufficiently clearly described in the notification. A standard description of the damages is not sufficient.
- [2] A notification according to para. 1 is not required if the condition of the goods or their measurement, number or weight was determined and stated in writing at the latest at the time mentioned in para. 1 clause 1 using an employee of J. MÜLLER who is responsible for determining the damages.
- [3] If a loss or damages of goods were neither notified nor determined in the manner stipulated in para. [2], then it is assumed that the goods were delivered completely and without damages, as stated in the accompanying paper-work by J. MÜLLER.

Sec. 30 Damages caused by delay

Claims can only be based on exceeding the agreed delivery dates if these have been indicated vis-à-vis J. MÜLLER within three weeks after the services were rendered. All claims expire in case of a delayed notification unless the exceedance of the delivery date has been caused intentionally or grossly negligently by J. MÜLLER.

7. Liability, statute of limitations, right of lien, prohibition of set-off

Sec. 31 Liability of the Principal

- [1] The Principal shall be liable independent of culpability for damages and expenses incurred by J. MÜLLER due to missing, insufficient or incorrect packaging, labeling, stevedoring and | or securing for transport of the goods to be performed by the Principal, due to incorrect, incomplete or delayed information about the goods, in particular the omission of a notification about the danger of the goods as well as the lack, the incompleteness or incorrectness of accompanying paperwork or information by the Principle. The regulations in Sections 413, 414 HGB [German Commercial Code] shall apply accordingly. Sec. 29 of the ADSp shall not apply.
- [2] The Principle shall also be liable for costs caused by officially ordered measures, if their order falls into its scope of responsibility or if it is a result of its culpable action or omission. In case of violations of the public law provisions or the General Terms and Conditions of Use of the harbors by the Principal, it shall indemnify J. MÜLLER of any resulting liability. In case of an

urgent need for action to prevent impending [further] damages, J. MÜLLER shall be entitled to remove | reduce damages on account of the Principal.

- [3] The Principal is responsible for that in any agreements with third parties and | or the bill of lading the liability clauses in its favor also apply to J. MÜLLER. J. MÜLLER consents to such clauses, as far as they do not result in a wider liability than that in these GTC and the law. The Principal shall be liable for damages which result from a lack of implementation of this provision. The Principal shall indemnify J. MÜLLER from third party claims as far as these exceed its liability vis-à-vis the third parties or the liability in Sec. 32 of these GTC.
- [4] Otherwise, the Principle shall be liable for any culpable breach of duty. The application of Sec. 278 c. 1 BGB [German Civil Code] shall remain unaffected. The Principle shall in particular be liable for damages caused by it or its vicarious agents or its goods to the goods stored or handled at J. MÜLLER or at third parties.

Sec. 32 Liability of J. MÜLLER

Overview:

- Para. 1 Principle of liability
- Para. 2 Cases of liability exclusions
- Para. 3 Presumption of causation
- Para. 4 Limitation of Liability for loss of or damage to the goods [hereinafter collectively referred to as "*damage to goods*"]
 - a) Compensation for lost value and reimbursement of costs
 - b) Unit of account for limitation of liability
 - c) Limitation of liability for handling of goods [Sec. 9, direct | indirect] and domestic road and inland waterway transportation
 - d) Limitation of liability for Stevedoring activities
 - e) Limitation of liability for transports including carriage of goods by sea
 - f) Maximum liability amount per damage event
 - g) Limitation of liability for ordered warehousing
 - h) Partial damages
 - i) Limitation of liability for cross-border transportation
 - j) Limitation of liability for other activities
- Para. 5 Liability for damages other than goods
- Para. 6 Limitation of liability for vessel clearance and ship broker services
- Para. 7 Maximum liability per damage event; liability towards several claimants
- Para. 8 Damages to means of transportation
- Para. 9 Liability for carriage of goods by sea and international inland waterway transportation
- Para. 10 Extension to non-contractual claims
- Para. 11 Extension to employees

[1] Principle of liability

J. MÜLLER shall be liable according to the statutory provisions unless stipulated otherwise below. Under no circumstances shall J. MÜLLER's liability according to these GTC exceed the statutory liability.

[2] Cases of liability exclusions

J. MÜLLER's liability shall be excluded in cases of

- a) damages from unpaid assistance to which J. MÜLLER is not contractually obligated;
- b) damages, which are due to dangers as set out in Sec. 427 para. 1 HGB [German Commercial Code]. This applies in particular but not exclusively to losses or damages, which are caused by the natural quality of the goods [breakage, rust, internal deterioration, natural shrinkage and similar causes]. Sec. 427 para. 3 and 4 HGB [German Commercial Code] shall remain unaffected. Sec. 427 HGB [German Commercial Code] shall apply accordingly also to transactions other than transportation contracts.

[3] Presumption of causation

In case of damages which could, according to the circumstances of the case result from one of the dangers stipulated in Sec. 427 para. 1 HGB [German Commercial Code], the presumption shall apply that the damage resulted from this danger.

The presumption shall apply accordingly to damages, which can, according to the circumstances of the case, result from

- a) dispositions from higher authorities, terror attacks, strike or legal lock-outs or other cases of force majeure;
- b) incorrect or missing information of measurements or weights or insufficient marking of center of gravity or fastening points by the Principal. In these cases, J. MÜLLER shall only be liable insofar as the damages are evidently caused by a culpability of J. MÜLLER.

[4] Maximum liability amounts for damages to goods

- a) Relevant for compensation to be paid in case of loss or damages to goods is the value and cost compensation according to Secs. 429, 430, 432 HGB [German Commercial Code]. The amount of compensation is limited according to the following regulations.
- b) The unit of account mentioned in the following liability limits is the Special Drawing Right [SDR] of the International Monetary Fund [Sec. 431 para. 4 HGB [German Commercial Code]]. The amount in Euro shall be converted according to its value compared to the SDR on the date of the delivery of the goods by J. MÜLLER.
- c) The compensation to be paid by J. MÜLLER for damages to goods incurred during
 - direct or indirect handling of goods [Sec. 9 GTC] or
 - road or inland waterway transport, where the takeover location and the delivery location are within Germany, is limited to 8,33 units of account for each kg [kilogram] of gross weight of the goods.
- d) The limitation of liability set out under c) shall apply accordingly to damages to goods which occur during the performance of stevedoring work by J. MÜLLER according to Sec. 21 para. 1 of these GTC. For such assignments, upon payment of an agreed supplement the Principal

may specify a value for an increased liability that exceeds the maximum liability amount set out above. In this case, the specified value replaces the relevant maximum amount.

- e] For damages of goods in the scope of a contract of multi-model carriage including sea transport the compensation to be paid by J. MÜLLER shall be limited to 2 SDR for each kg of the gross weight of the goods, if the place of damage is unknown. Where the place of damage is known, liability shall be governed by Sec. 452a HGB [German Commercial Code] in consideration of the exclusions and limitations on liability set out in these GTC for the respective leg of carriage.
 - f] If the amount calculated according to the provisions above exceeds 1.25 million Euro J. MÜLLER's liability per damage case shall be limited to a maximum amount of 1.25 million Euro or 2 units of account for each kilogram, whichever amount is higher.
 - g] J. MÜLLER's liability for damages to goods in case of ordered warehousing shall also be limited to 8,33 SDR for each kilogram of gross weight per shipment. In this case, J. MÜLLER's liability shall amount to a maximum of 35,000 Euro per damage event. If the damages of a Principal consist of a difference between the target and current inventory of the storage [inventory difference], the liability amount shall in addition be limited to 70,000 Euro, independent of the number of damage events which caused the inventory difference. Upon payment of an agreed supplement the Principal may specify a value for an increased liability that exceeds the maximum liability amount set out above. In this case, the specified value replaces the relevant maximum amount.
 - h] If only individual parts of the lot are lost or damaged, then J. MÜLLER's liability is calculated according to the gross weight of
 - the whole lot, if the whole lot is devalued,
 - the devalued part of the lot, if only a part of the shipment is devalued
 - i] J. MÜLLER's liability for damages to goods during its custody in the event of a contract on carriage by sea or cross-border transportation which is subject to the provisions of an international convention shall be limited to the maximum amount set out in the applicable statutory provisions. Paragraphs 5-9 remain unaffected. In such cases the compensation claim shall be determined in deviation from lit a] in accordance with the applicable statutory provisions.
 - j] For damages to goods caused while carrying out other services, not explicitly covered by other provisions on liability in this Sec. 32, the limitations on liability set out in par. 4 c] and f] shall apply accordingly.
- [5] Liability for damages other than goods
- a] J. MÜLLER's liability for other damages than damages to goods with the exception of personal injury and damage to property of third parties shall be limited to three times the amount, which would have to be paid in case of a loss of the goods, however, at the most to 125,000 Euro per damage event. In case of warehousing on request a liability limit of 35,000 Euro for each damage event shall apply.
 - b] If J. MÜLLER is liable for exceeding the delivery time in the scope of a carriage by sea or a contract of multimodal carriage including sea carriage where the delivery time was exceeding

during the sea carriage the liability of J. MÜLLER shall be limited to three times the freight amount.

- c) Secs. 413 [2], 418 [6], 422 [3], 431 [3], 433, 445 [2], 487 [2], 491 [5], 521 [4], 523 HGB [German Commercial Code] as well as the respective mandatory provisions in international conventions shall remain unaffected.

[6] Limitation of liability for vessel clearance and ship broker services

J. MÜLLER's liability in the performance of clearing | ship broker activities according to Sec. of these 33 of these GTC. In case of liability due to a breach of an essential contractual duty [Sec. 28 [b], last alternative], the liability shall be restricted to the typical, foreseeable damages, and amount to a maximum of 50,000 Euro for each damage event.

[7] Maximum liability per damage event; liability towards several claimants

Moreover, if J. MÜLLER's liability exceeds an amount of 2.5 million Euro, independent of how many claims are made based on a damage event, its liability shall be limited to 2.5 million Euro per damage event or 2 units of account for each kilogram of the lost or damaged goods, whichever amount is higher.

In case of warehousing on request a maximum liability amount of 2 million Euro per damage event shall apply.

In case of several damaged parties, J. MÜLLER shall be liable proportionally in relation to their claims up to the aforementioned maximum liability amount. If the amount of individual claims or the division amongst the individual claimants is in dispute, then J. MÜLLER can be relieved of the liability towards all claimants by a deposit of the total maximum liability amount.

[8] Damages to means of transportation

J. MÜLLER's liability for damages to means of transport shall be limited to a maximum of EUR 50,000 in case of land transport means per damage event, for inland waterway vessels | coasters to a maximum amount of 400,000 Euro per damage event as well as a maximum of 2,000,000 Euro for sea-going vessels per damage event, unless J. MÜLLER can be accused of intent.

[9] Liability for carriage of goods by sea and international inland waterway transportation

- a) In accordance with Sec. 512 para. 2 no. 1 HGB [German Commercial Code] it is agreed that J. MÜLLER in its capacity as carrier shall not be responsible for fault of its staff and the ship's crew, if the damage was caused by an act in the course of navigation or other operation of the ship, however not in the course of measures, which were taken mainly in the interest of the cargo, or caused by fire or explosion on board of the ship.
- b) In accordance with Sec. 25 para. 2 lit. CMNI it is agreed that J. MÜLLER in its capacity as carrier or actual carrier shall not be liable for losses arising from:
- an act or omission by the master of the vessel, the pilot or any other person in the service of the vessel, pusher or tower during navigation or in the formation or dissolution of a pushed or towed convoy, provided that J. MÜLLER complied with the obligations set out for the crew in article 3, paragraph 3 CMNI, unless the act or omission results from an intention to cause damage or from reckless conduct with the knowledge that such damage would probably result;
 - fire or an explosion on board the vessel, where it is not possible to prove that the fire or explosion resulted from a fault of J. MÜLLER, the actual carrier or their servants or agents or a defect of the vessel;

- the defects existing prior to the voyage of its vessel or of a rented or chartered vessel if J. MÜLLER can prove that such defects could not have been detected prior to the start of the voyage despite due diligence.

[10] Extension to non-contractual claims

The prior mentioned exclusions and restrictions of liability also apply to so-called quasi-contractual and extra-contractual claims, like for example from tort.

[11] Extension to employees and similar cases

If claims of damaged parties are stated towards organs or employees of J. MÜLLER or such persons, towards whom J. MÜLLER has a duty of care in the scope of employment laws, then these persons can refer to all restrictions of liability applicable to J. MÜLLER.

Sec. 33 Non-applicability of the restrictions of liability in the event of qualified fault

The restrictions of liability set out in Sec. 32 do not apply, if and insofar as

- a] in the events set out in Sec. 32 para. 4 lit. c] and in any other events to which liability applies according to Sections 425 et seqq., 461 para. 1 HGB [German Commercial Code], the damage can be traced back to an action or omission, which J. MÜLLER, its acting persons or other persons, who are utilized by J. MÜLLER in the execution of its activity, have carried out intentionally or frivolously and in the awareness that damage may occur;
- b] Sec. 507 HGB [German Commercial Code] applies;
- c] in the other cases provided for in these GTC, the damage was caused by intent or gross negligence by J. MÜLLER or its legal representatives, employees or other vicarious agents or the damage is due to a breach of material contractual duties. Material contractual obligations are obligations the fulfillment of which is necessary, and the fulfillment of which the contractual partner generally does and may reasonably rely on. In the latter case the claim for compensation remains limited to the predictable, typical damage. In the cases set out in Sec. 32 [4] d] and g] the limitations of liability stipulated therein generally apply except for intent, gross negligence and the cases set out in Sec. 33 d];
- d] liability applies to culpable injury to life, body or health or
- e] mandatory legal liability provisions are applicable to damage, i.e. the production liability act, the Budapest Convention [CMNI], the Montreal Convention, CMR or CIM. The therein contained liability limitations are neither annulled by these GTC, nor by the ADSp. The same applies to the description of the maritime law liability according to Sec. 504 HGB [German Commercial Code]. None of the provisions of these GTC shall extend the statutory liability or lead to a liability extending allocation of the fault of people or third parties.

Sec. 34 Force Majeure

In the event of an impairment of performance due to Force Majeure, the contractual parties shall inform one another immediately and attempt to achieve a mutual solution that will do justice to the economically intended purpose under consideration of the special circumstances of the

individual case. Force Majeure includes in particular, incidents such as war, terror, riots, heavy natural catastrophes, i.e. floods or storms, administrative measures or strike. In this event, J. MÜLLER shall be released from the duty to perform for the duration of the impediment. If a disruption lasts longer than for five business days, and if the parties cannot achieve a mutual solution within this period, then J. MÜLLER is entitled to rescind from the contract.

Sec. 35 Limitation period

Any claims resulting from the contract between J. MÜLLER and the Principal shall be subject to the respective statutory limitation periods.

Sec. 36 Rights to liens, exploitation and retention | offset

- [1] As security for the claims resulting from transport-related services J. MÜLLER shall be entitled to the statutory pledge and retentions rights without restrictions, provided that the time limit of one month as specified in Sec. 1234 BGB is superseded by a time limit of one week.
- [2] The Principal may only offset or make use of a retention right due to undisputed claims or claims that have been confirmed by a non-appealable court decision. This restriction shall not apply to claims due to a poor performance of contractual obligations under the same contract the claims of J. MÜLLER are based on.

8. Final Provisions

Sec. 37 Governing law, place of performance and jurisdiction, language

- [1] German law is exclusively applicable to all legal relationships of J. MÜLLER with its Principals.
- [2] The place of performance for all obligations from the contractual relationship between the parties shall respectively be the location, at which the performance of J. MÜLLER is provided.
- [3] If the Principal is an entrepreneur, the exclusive legal venue for all disputes arising from and in connection with the legal relationship between the parties, is Bremen. As far as Art. 31 CMR or Art. 46 § 1 CIM apply this shall be considered an additional choice of forum besides the legal venues set out in these articles; in case of application of Art. 39 CMR, Art. 33 Montreal Convention and Art. 28 Warsaw Convention this provision shall not apply.
- [4] These conditions are written in German and in English. In the case of contractions, in particular questions regarding content and interpretation of the GTC or individual clauses therein, the German version is binding.

Sec. 38 Possible Partial Invalidity

[1] Should one of the prior provisions be or become impracticable or invalid wholly or in part, then this does not affect the validity of the remaining provisions of these GTC.

[2] Instead of the invalid or impracticable provision, the statutory provisions apply.

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