

## **ZIM LOGISTICS GENERAL TERMS AND CONDITIONS**

By requesting or accepting goods or services from Zim Logistics LTD. and/or its subsidiaries and affiliates (collectively, “**Zim Logistics**” or the “**Company**”) the Customer agrees to the following terms and conditions of service (“**Terms and Conditions**”). These Terms and Conditions shall apply to any and all shipments scheduled and any other services requested by the Customer (“**Services**”).

The Company is duly authorized to operate as an agent, freight forwarder or a non-vessel operating common carrier (NVOCC), as applicable, in its respective countries of operation. The Company reserves the right, in its sole discretion, to refuse any shipment of Goods at any time.

### **1. GOODS AND SERVICES**

#### **BASIC TERMS**

- a. “**Customer**” means any customer, shipper or consignee or any third party acting on their behalf.

“**Goods**” means the whole or any part of the cargo and any packaging accepted from the Customer and includes any container not supplied by or on behalf of the Company.

- b. The quotes and prices of Services are customized and may differ between Customers, subject to any legal obligation in specific territories which requires the publishing or otherwise displaying of set tariffs.

- c. All Services are subject to availability.

d. Any quotation sent to Customer (“**Offered Quotes**”) constitutes a contractual offer to sell or provide the Services. The Offered Quotes are provided by the Company as an estimate dependent on information provided by the Customer and may be subject to change on account of variations in applicable cargo charges, carrier handling fees (which may include, without limitation, surcharges, fees, terminal handling charges, port fees, documentation fees, customs charges, overweight or additional weight charges, goods classifications, special services or cargo handling required), taxes, demurrage, etc. The Company reserves the right to charge additional or amended charges relative to those provided in the Offered Quotes.

e. Any quotation is valid for the time period as indicated in the Offered Quote, unless the Company expressly extends the quotation time frame, in writing. No booking can be submitted for a quotation which expired, unless specifically approved by the Company in writing. Without derogating from the generality of the foregoing, the booking of any Services will be subject to a written booking request to be completed by the Customer and which shall specifically refer to the relevant quotation issued by the Company, include all information requested by the Company and be delivered to the Company through (“**Booking Request**”).

f. Once a Booking Request has been properly delivered, the Company can confirm it, amend the terms and return it to Customer for confirmation or reject it at its sole discretion.

g. Confirmation of a booking will be subject to the receipt by Customer of an email from the Company confirming the booking (“**Booking Confirmation**”/“**Order Confirmation**”). Customer is responsible to ensure that the Order Confirmation is complete and accurate and inform the Company immediately of any errors. The Company will not be responsible for any inaccuracies in the Order Confirmation received by Customer if these are not duly reported by Customer.

h. Customer cannot vary an Order after an Order Confirmation is delivered, unless the Order Confirmation is not in compliance with the Customer’s initial order AND unless notice of

such noncompliance is delivered to the Company within forty-eight (48) hours from the issuance of the Order Confirmation but in any event prior to delivery of any Goods to the Company.

i. Except as provided for in Clause (i) above, if Customer requests to amend in any way an Order after receipt of an Order Confirmation, then subject to space availability, a restated Order Confirmation will be issued, with updated prices, if any and Customer may be charged with an Order modification fee.

j. If Customer cancels any part of a shipment of Goods after an Order Confirmation has been submitted, Customer shall be charged, in addition to any deadfreight that may be charged by an underlying carrier, with a cancellation fee.

k. If Customer fails to deliver the Goods for shipment in whole or in part for any reason, then Customer shall be charged, in addition to any deadfreight that may be charged by an underlying carrier, with a no-show fee.

l. The Company will be entitled to revise any quote or charge, including after the Order Confirmation has been delivered, if such change is for reasons of erroneous or incomplete information by the Customer or for reasons beyond the Company's control, including, but not limited to, changes in currency exchange rates, overweight charges, rates of third party carriers or other Company third party logistics service providers, etc., insurance premiums (if applicable) or modifications to any legislation, regulation or orders of a competent governmental authority having an impact on the Services, or any other charges applicable to the Services or to the availability of the aforesaid third party.

m. Customer shall not deliver to the Company or cause the Company to deal with or handle Dangerous Goods, Forbidden Goods or Goods with unusual dimensions without the Company's prior express written consent. It is hereby expressly agreed that in any case, including, without limitation following the granting of such consent, if the Company, at its sole discretion, determines that any Dangerous Goods or Forbidden Goods (i) are deemed to constitute a risk to other goods, property, life or health or (ii) owing to legal, administrative or other obstacles whether as to their storage, carriage, discharge or otherwise, may be detained or cause any other property or person to be detained, then the Dangerous Goods or the Forbidden Goods, may, without notice, be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time, without compensation to and at the cost of Customer.

**"Forbidden Goods"** shall include, animals, plants, chemicals, Perishable Goods, currency, precious metals and stones, coins, jewelry, antiques or works of art.

**"Perishable Goods"** shall include such Goods as shall be, in fact or law, liable to deteriorate in quality and/or value and shall include, but not be limited to, fruit, vegetables, dairy products and meats.

**"Dangerous Goods"** shall include such Goods as are, or may become, in fact or at law noxious, dangerous, hazardous, explosive, radioactive, flammable, corrosive, toxic, infectious or capable by their nature of causing damage or injury to other goods or to any person or animals or to anything in which goods are carried, handled or stored, whether or not so listed in any official or unofficial, international or national code, convention, listing or table.

n. Insurance or customs brokerage related services will be offered separately by the Company upon request.

o. The Company shall not be obliged to make any declaration for the purposes of any statute, convention or contract as to the nature or value of any Goods or as to any special interest in delivery, unless previously approved in writing pursuant to express written instructions received from Customer. Any declaration given pursuant to such consent, as well as any instructions relating to the delivery or release of Goods (including without limitation against payment or against surrender of a particular document) are accepted by the Company as agents for Customer where third parties are engaged to effect compliance with Customer's instructions. Notwithstanding any neglect or default of the Company, the Company shall not be under any liability in respect of any declaration or arrangements referred to in this Clause (o).

p. All transit times provided by the Company in any Booking Confirmation or otherwise, are estimates only and are not guaranteed. Estimates are based on underlying carrier schedules when available and assume timely customs clearance. Transit times are subject to change without notice and notwithstanding any neglect or default of the Company, it shall have no liability for any damages, whether consequential, indirect or direct for delay in the forwarding or transportation of the Goods.

q. Services are provided by the Company as an agent, except for the following circumstances under which the Company acts as a principal: (i) where the Company performs any carriage, handling or storage of Goods but only to the extent that the carriage is performed by the Company itself or its sub-contractor and the Goods are in the actual custody and control of the Company or its subcontractors; and (ii) to the extent that the Company expressly agrees in writing to act as a principal.

v. Without prejudice to the generality of Clause (q) above: (i) the charging by the Company of an inclusive price for any service shall not in itself determine whether the Company is acting as an agent or a principal in respect of such service; (ii) the supply by the Company of its own or leased equipment and/or facilities shall not in itself determine whether the Company is acting as an agent or a principal in respect of such services; and (iii) the Company always acts as an agent where the Company procures the issuance of a bill of lading or other document evidencing a contract of carriage between a person, other than the Company, and Customer.

## **2. SHIPPING DOCUMENTATION**

a. Customer agrees that international and domestic carriage by an underlying carrier of any shipment booked via Zim Logistics shall be in accordance with the terms, conditions and limitation of liability set on the non-negotiable bill of lading, air waybill, trucking bill of lading, railway bill of lading, shipping receipt or other contract of carriage or shipping document (collectively, "**Shipping Documentation**") and, when applicable, any Tariff, Service Guide, or Standard Conditions of Carriage to be delivered by the Company to Customer, which are incorporated into this agreement by reference. If there is a conflict between the Shipping Documentation and these Terms and Conditions, these Terms and Conditions will prevail.

b. All Shipping Documentation is NONNEGOTIABLE and will be prepared by Customer or by the Company as Customer's agent and on its behalf and to bind Customer. Any unauthorized alteration, use of Shipping Documentation or tendering of shipments of Goods to any underlying carrier other than that designated by the Company and/ or the use of any Shipping Documentation not authorized or issued by the Company shall release the Company from any responsibility or liability in relation to any loss, cost, expense, damage or consequence arising

from such unauthorized or invalid use of the Shipping Documentation or shipments of Goods and the Company shall no longer be obligated to Customer, any shipper or any third party on their behalf to the rate quotes related thereto.

c. Unless expressly agreed otherwise by the Company in writing, the Shipping Documentation issued by the Company constitutes the only authorized documents, and any carriage or other services booked by Customer shall be subject to such respective Shipping Documentation, as may be applicable.

d. If Customer does not complete all the documents required for carriage, or if the documents which it submits are not appropriate for the Services, pick up or destination requested, Customer hereby instructs the Company, where permitted by law, to complete, correct or replace the documents for such carriage, or services, pickup or destination at the expense of Customer. It is understood that the Company, at its sole discretion, may refuse to follow such instruction. The Company will not be liable to Customer or to any other person for any actions taken on behalf of Customer under this Clause (d). If Customer processes shipments to locations outside the country where shipment originated, Customer must enter, to print in lieu of a manual signature on the Air Waybill, the name of the person completing the Air Waybill for all such shipments tendered using the Company. Customer acknowledges that such printed name shall be sufficient to constitute signature of the Air Waybill on its behalf for purpose of the 1929 Warsaw Convention, the 1999 Montreal Convention and for all other purposes.

### **3. CUSTOMER COVENANTS AND WARRANTIES**

a. The Customer is responsible for and warrants its compliance with all applicable laws, rules, and regulations, including, but not limited to, customs, import and export laws and governmental regulation of any country to, from, through or over which any shipment of Goods may be carried. Customer agrees to furnish such information and complete and furnish the Company with such documents (including, without limitation, any special licenses or permits required for the transportation, exportation, importation of handling of Goods) as are necessary to comply with such laws, rules and regulations. The Company assumes no liability to Customer or to any other person for any cost, loss, damage or expense (including, without limitation, any fines or penalties) due to the failure of the Customer to comply with the provisions of this Clause (a). The Company assumes no liability to Customer, nor to any customs authority on behalf of Customer, for the payment of duties, taxes, or fees owned or related to the importation of Goods.

b. Customer and any individual or entity acting on behalf of Customer, in requesting or booking shipments or other services, warrant that such person or entity is duly authorized to act on Customer's behalf and to legally bind it. Customer assumes full responsibility for any such person or entity and shall have no claim or demand to or from the Company with respect thereto.

c. Customer represents and warrants to the Company as follows: (a) all items or Goods to be shipped will be completely and accurately marked to enable identification of the contents without opening any shipping or storage containers; (b) no items or Goods to be shipped shall be deemed illegal under any local or international law or regulation or, may be used in connection with any nuclear, chemical or biological warfare; (c) Customer will make every effort to accurately measure the dimensions and weights of all items and understands that the Company rate depends, inter alia, upon the accuracy of this information (d) Customer's authorized representative(s) shall be identified to the Company's agent or coordinator and shall be available

at all times at the point of origination to sign, and shall sign, all documents evidencing pick-up of the items to be shipped by the Company; and (e) Customer is the legally documented owner of all Goods received by the Company or is authorized to cause such Goods to be stored, shipped and otherwise controlled by the Company as provided in the applicable Shipping Documentation.

d. Customer represents and warrants that: (a) no receipt or handling of Goods, nor any payment or other transaction involving the Goods, shall cause the Company or any third party on its behalf to be noncompliant with any trade prohibitions, including without limitation, all economic sanctions laws and regulations and all export controls administered by the US Department of the Treasury's Office of Foreign Assets (OFAC) and the Departments of Commerce and State; and the European Union and relevant member states, as well as any other similar applicable sanctions and export control laws or regulations in other jurisdictions; and (b) no person or entity Customer trades with, will be included in any list of individuals or entities with whom transactions are prohibited or restricted under any local or international sanction, prohibition or restriction.

e. Customer is responsible for and warrants its compliance with all applicable laws, rules and regulations in the context of anti-bribery and anti-corruption laws and governmental regulations of any country to, from, through or over which any shipment may be carried.

#### 4. PAYMENT; CREDIT APPROVAL

- a. KYC: Upon registration and prior to completing the Booking Request, each new Customer will need to complete a 'Know Your Customer' process ("**KYC**"). The KYC may be repeated from time to time as necessary. Without derogating from the foregoing, Customer undertakes to update Company regarding any changes in shareholding structure and any material changes in company's financial or legal status.
- b. Currency: Unless expressly agreed otherwise by the Company or as may be required under any local jurisdiction, any amounts due to the Company are payable in United States Dollars.
- c. Payment Terms and Conditions:
  - i. Cash Customer: when delivering a Booking Request to the Company, the Customer will choose the method of immediate cash payment - a credit card payment, ACH or wire transfer.
  - ii. Credit Customer: (x) a Customer who wishes to receive a line of credit will be requested to sign a credit agreement letter upon registration, obligating to be accountable for the scope and time for the required line of credit. The Customer will become a Credit Customer once approved by the Company; (y) The Credit Line shall be used to pay for the freight forwarding services only and shall not include payments for any duties and taxes, which will be paid in cash by the Customer prior to the releasing the Goods; (z) After delivering a Booking Request, the Credit Customer will receive a Booking Confirmation only if the Booking Request is equal to or less than the credit line it received. A Credit Customer who would like to book a shipment that totals at a higher value than the approved credit line it received, will be considered a Cash Customer for the full amount of the booking and shall be subject to the

payment terms and conditions which apply to Cash Customers.

- d. Additional Charges: Customer acknowledges that the initial fee quote provided by the Company may not include certain taxes, costs and fees associated with its shipment, including, but not limited to, VAT, other duties, customs charges, governmental penalties and fines, credit card or wire charges (if any), demurrage, detention, deadfreight and any other unforeseen charges that may arise in connection with the Customer's shipment ("**Additional Charges**"). Customer hereby agrees and undertakes that it will be responsible for and shall pay any and all Additional Charges that may be applied to its shipment of Goods. Additional Charges may be included in the invoice issued to Customer upon the delivery of the shipment as detailed below or in a separate invoice which will be issued thereafter.
- e. Invoicing and Payment Time Frames: The Company will issue an invoice for the provided Service no later than 5 days after the Goods have departed their place of origin. The invoice may include any applicable Additional Charges, or the Additional Charges may be included in a separate invoice which will be issued to Customer once such Additional Charges are determined.

The payment shall be transferred to the Company: in case of a Cash Customer – immediately upon receipt of the invoice; in case of a Credit Customer - according to the agreed payment terms in the applicable agreement between the Parties . Any late payment shall be subject to the lesser of: (i) an interest rate in the amount of 1% per month of the average outstanding balance due; or (ii) the highest rate of interest permitted by applicable law. Customer shall be liable and shall indemnify the Company, upon first demand, for all attorneys' and collection expenses incurred by the Company in collecting payments not duly and timely paid.

- f. **NO SET OFF**. The Customer shall pay to the Company all sums due in accordance with Section (c) above, without reduction or deferment on account of any claim, counterclaim, compensation or set off.

## **5. CLAIMS AND LIMITATIONS OF LIABILITY; DISCLAIMER OF WARRANTIES**

a. All freight cargo claims against carriers performing any part of carriage, should be submitted immediately to the Company to help ensure timely resolution. The Company will attempt to assist in the resolution of freight claims but has no responsibility or liability therefor.

b. The filing of a claim does not relieve the responsible party of payment of freight charges. Freight charges payment is necessary in order for a carrier to process a claim.

c. Where the Company files a damage claim with the carrier on behalf of Customer and receives recovery funds, the Company shall have a lien on such recovery amounts and reserves the right to apply recovery amounts to open past due invoices on account. This includes recovery amounts received from the carrier for freight charges and/or product damage claim amounts.

d. The Company is not liable for any loss, mis-delivery or non-delivery caused by: (a) an act, default or omission of Customer or any other party who claims interest in the shipment; (b) the nature of the shipment or any defect thereof; (c) violation(s) by Customer of any of these Terms and Conditions, including, without limitation, the Shipment Documentation; (d) any delay or failure of performance, if and to the extent that such delay or failure is caused by an occurrence

beyond the control of the Company, including, but not limited to, acts of governmental authorities, acts of God, pandemics, the discovery of materially different site conditions, wars, riots, fires, explosions, accidents, floods, strikes, lockouts, or changes in laws, regulations, or ordinances; or (e) weather conditions or mechanical delay or failure of vessel, aircraft, railway or other equipment.

e. Subject to the limitations of liability contained in the Shipping Documentation, the Company shall only be liable for loss, damage, mis-delivery or non-delivery caused by the Company's own gross negligence. The Company's liability therefor shall be limited to five (5) times the fees that the Company has earned with respect to the subject shipment.

f. In any event, including any neglect or default of the Company, the Company shall not be liable for any special, incidental, punitive, indirect or consequential damages, including but not limited to loss of profits or income resulting from or relating to the Services provided by the Company.

g. Any claim or cause of action arising out of or related to the Services offered must be filed within one (1) year after such claim or cause of action arose or in the case of the Services, from the date that the Goods were delivered or should have been delivered.

h. Customer will defend, indemnify and hold the Company harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to Customer's acts or omissions in using the Services, including, without limitation, any misrepresentation in or breach of these Terms and Conditions.

i. The Company shall assume no liability to Customer or any other person, for any loss or expense, including, without limitation, any fines or penalties due to failure of Customer to comply with any trade laws, rules, regulations, licenses, permits or prohibitions.

## **6. OBLIGATIONS OF THE COMPANY**

The Company and its agents agree to use commercially reasonable efforts to, either directly or indirectly: (a) match the item(s) of each shipment of Goods against the item(s) set forth on the shipping directions from Customer; (b) inspect each shipment of Goods and note all apparent damage on the appropriate freight bill, delivery receipt, or similar document evidencing delivery, and notify Customer of such damage; and (c) deliver all shipments to locations directed by Customer. The Company may ship the items by any means, including truck, air, vessel or any other carrier, unless Customer gives specific electronic or written instructions to the contrary.

## **7. INDEPENDENT CONTRACTOR**

a. The Company shall at all times be an independent contractor with respect to Customer, and nothing herein contained shall be construed to be inconsistent with such relationship or status.

b. The Company shall engage and/or subcontract with such entities and/or individuals as it may deem necessary or appropriate in connection herewith, and on any terms whatsoever, it being understood and agreed that such entities or individuals shall be subcontractors of the Company only and shall be subject to discipline and control solely and exclusively by the Company.

c. The Customer undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or subcontractor of the Company which imposes or attempts to impose upon any of them or any means of transportation

owned or chartered by any of them any liability whatsoever in connection with the Goods or the Services, whether or not arising out of negligence on the part of such person. The subcontractor, agent or servant shall also be entitled to enforce the foregoing covenant against the Customer.

d. If any such claim or allegation should nevertheless be made, the Customer shall indemnify the Company against all consequences thereof. Without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition and liberty contained in these Terms and Conditions or in the Shipping Documentation and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Company or to which the Company is entitled hereunder including the right to enforce any jurisdiction provision contained herein shall also be available and shall extend to every such subcontractor, agent or servant, who shall be entitled to enforce the same against the Customer.

## **8. ENTIRE AGREEMENT**

These Terms and Conditions, together with the Shipping Documentation, completely and exclusively state the agreement of the Company and Customer regarding the subject matter hereof and supersede all prior negotiations, representations or agreements with respect to the subject matter hereof, written or oral, and may be amended only by written instruments signed by all parties hereto. If any part of these Terms and Conditions is found unenforceable, it will not affect the validity or enforceability of any other provision hereof.

## **9. GOVERNING LAW AND JURISDICTION**

a. The validity, performance and construction of these Terms and Conditions and all Shipping Documentation hereunder shall be governed and interpreted in accordance with the laws of the country where the Company has its principal place of business.

b. Unless expressly agreed otherwise by the Company, actions against the Company shall be subject to the exclusive jurisdiction of the Courts of the place where the Company has its principal place of business.

c. Mandatory Law: These Rules shall only take effect to the extent that they are not contrary to the mandatory provisions of international conventions or national law applicable to the Services.

## **10. CONFIDENTIALITY**

a. The Parties agree and acknowledge that each of the Parties as the "Receiver" may have access to certain information that is confidential and proprietary to the other Party as the "Discloser" (the "**Confidential Information**") during the course of providing the Services. The Receiver covenants and agrees that it will not now or at any time hereafter, either directly or indirectly, for any reason whatsoever: (i) divulge to any person, proprietorship, partnership, firm, corporation, organization or entity of any kind, any or all of the Confidential Information, except as specifically provided herein; (ii) reproduce, copy, photograph, transcribe, or tape any of the Confidential Information, without the prior written consent of the Discloser; (iii) use or permit to



be used, any part of the Confidential Information, without the prior written consent of the Discloser.

b. The Receiver shall return to the Discloser upon expiration or termination of this Agreement, and at any other time as requested by the Discloser, any and all originals and copies of the Confidential Information in whatever form, including any electronic files, unless otherwise agreed to in writing by the Discloser; and shall take all reasonable actions necessary to protect the confidentiality of the Confidential Information.

c. This Agreement does not apply to any Confidential Information that was: (i) in the public domain at the time of disclosure; (ii) disclosed through no fault of the Receiver and becomes generally available to a third party; (iii) lawfully in the possession of the Receiver prior to the disclosure; or (iv) required to be disclosed by order of a court or tribunal of competent jurisdiction or otherwise required by law.

## **11. GENERAL**

Customer may not assign any of its interest, rights or obligations pursuant to these Terms and Conditions; If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or conditions.