

Gebrüder Weiss LLC, identification code: 404931972
Terms & Conditions Applicable to Transportation of Goods (Freight Forwarding)

These Terms and Conditions re: transportation of goods (freight forwarding) (hereinafter the “Terms”) shall apply to transportation of goods (freight forwarding) performed by Gebrüder Weiss LLC (hereinafter the “Forwarder”) and any agreement on transportation of goods (freight forwarding) (hereinafter “Freight-Forwarding Agreement”) concluded with natural or legal persons (hereinafter the “Client”).

These Terms shall apply and supplement Freight-Forwarding Agreement. In case of conflict between the Terms and specific provision of the Freight-Forwarding Agreement, such specific provision of the Freight-Forwarding Agreement shall govern.

Forwarder and the Client hereinafter may also be referred to collectively as the Parties and each as a Party.

Article 1. Subject

1.1 Forwarder organizes multimodal transportation (by road, air, sea etc.) of goods pursuant to the Client's orders and payment of the relevant transportation fee (hereinafter the “Transportation Fee” or the “Fee”).

1.2 If Applicable, upon request and on behalf of the Client, Forwarder – acting as representative of the Client – is authorized to arrange customs formalities and cargo customs clearance in accordance with the Georgian Tax Code (declaration of cargo at the Customs posts, customs terminals, customs clearance zone, any other customs regulated area; completion and submission of cargo declaration) acting on behalf and at expense of the Client or acting in it's own name as a Forwarder and at the expense of the Client in compliance with the rules and requirements set by Georgian Tax Code and Ministry of Finance (Forwarder is authorized to receive customs declarations at the following email address: customs.ge@gw-world.com). The cost of such service should be fully reimbursed by the client.

1.3 If applicable, Forwarder may provide the Client with a price list reflecting prices and transport routes charged by the Forwarder for a certain period of time as indicated in the price list. Forwarder will retain the right to adjust the price list from time to time if so required (based on fluctuation of fuel prices, sea line charges etc.). Forwarder shall inform the Client on such adjustments promptly after adoption thereof and/or prior to commencement of specific carriage. In any case, amount of Transportation Fee payable by the Client to the Forwarder will be calculated and agreed by the Parties (also via email communication) for each specific carriage/shipment of goods. Expenditures will be charged separately.

1.4 In course of organizing transportation of goods, Forwarder will be authorized to use its own means of transport, or as the case may be, entrust performance of specific carriage (wholly or in part) to third parties – carriers.

1.5 In course of organizing transportation of goods, Forwarder will be authorized to sign contracts with various carriers, seaports, ship-owners and/or their agents, freight forwarders and other third parties. When contracting such third parties whether on its own or the Client's behalf and account, the Forwarder will act in the best interest of the Client and as its agent.

1.6 Transfer of dangerous goods pursuant to ADR/RID/IMCO/DGR etc. is subject to prior written agreement. Dangerous goods must be packed and marked by the Client in such way that they comply with the statutory provisions and international conventions with respect to carriage, handling and storage and be accompanied by the required set of papers. Hazardous goods, in particular goods of ADR classes 1 and 7, may not be handed to Forwarder.

1.7 The following goods shall in particular be excluded from acceptance for transport and/or for storage: precious metals (uncoined, coined or processed in any other way), jewelry, gemstones, banknotes, securities of any type, documents or deeds, temperature-controlled pharmaceuticals, arms and munitions, livestock as well as substances the storage of which is subject to special legal provisions (e.g. substances hazardous to water).

1.8 Returns of packaging as well as recovery and/or exchange of pallets, pallet cages, etc. are subject to prior written agreement.

1.9 In case of the provision of a truck or a container transport, demurrage shall be invoiced pursuant to the agreed conditions/schedule.

1.10 Provision of services hereunder shall be performed in compliance with applicable Georgian legislation (including

relevant international agreement and conventions) (hereinafter the "Applicable Law(s)"). The terms and conditions of the services (freight-forwarding) as well as the Freight-Forwarding Agreement are subject to the provisions of FIATA Model Rules for Freight Forwarding Services (hereinafter referred to as "FIATA Model Rules") as is available on the FIATA website (http://www.fiata.com/uploads/media/Model_Rules_05.pdf), as amended from time to time in so far as no compulsory legal regulations or international conventions (e.g. CMR, CIM, Montreal Convention, Warsaw Convention, Hague Rules, Hamburg Rules, CMNI, etc.) oppose.

1.11 In connection with the services offered in clause 1.2 hereof, the Forwarder will perform importation, export or customs treatment of the goods on the Georgian customs territory which includes, among others, declaring goods for customs treatment pursuant to applicable legislation (in connection with importation, export, re-export, transit, free zone, warehousing, interim export, internal/external treatment). Forwarder is authorized to carry out activities in customs warehouse and holds access to ASYCUDA. Forwarder is authorized to apply any customs declaration form allowed by applicable law which is relevant in each case and perform submissions in written or electronic form.

1.12 Forwarder is authorized to represent the Client in any customs point or other customs control zone (customs terminal, customs warehouse, economic zone etc.).

1.13 Forwarder is authorized to refuse performance of customs related actions in the event the Client fails or delays on submission of information foreseen in clause 2.2.15 hereof. In such case, the Client shall bear responsibility for any costs and expenses which may arise due to the Client's breach (costs related to unloading, storage of goods etc.). The Forwarder shall bear no liability (such as imposition of sanctions by competent authorities, including disposal of goods) in the instances when the Forwarder started customs related actions which cannot be completed due to the Client's failure to timely submit necessary information or documents.

This clause shall be maintained only in case of air freight:

1.14 Prior to being loaded onto an aircraft, any and all packages shall be subjected to security checks. The Client agrees to the goods transferred for shipment being subjected to manual inspection and, for that purpose, to the packaging being opened. In this context, the liability of Forwarder is limited to damage caused intentionally or by gross negligence, which shall be for the Client to prove. Forwarder shall, however, not be obligated to perform such security checks.

Article 2. Obligations of the Parties

2.1 General Obligations

2.1.1 Parties are obliged to render performance duly, in good faith and at the dates determined hereunder and pursuant to the Freight-Forwarding Agreement.

2.1.2 Parties are obliged to cooperate and submit to each other any information or documentation which is necessary or desirable for duly performance of the obligations set forth in these Terms and the Freight-Forwarding Agreement.

2.1.3 Party in breach of its obligations or undertakings under this Agreement shall promptly remedy such breach.

2.2 Obligations of the Client

2.2.1 Client shall, prior to commencing transportation of the goods by the Forwarder, furnish the Forwarder with complete information which is required for determination of specific Transportation Fee and due organization of transportation of the goods, including:

(a) delivery conditions/terms of specific goods subject to transportation; (b) initial, intermediary and final destination points of transportation; (c) preferred transportation route/itinerary (if any); (d) exact and detailed description of goods; (e) type of package, number and size of cargo; (f) mass of goods (gross and net); (g) in case of dangerous goods, type of such goods, description, international code for dangerous goods, class and package type (UN No, IMO/ADR class, packing group); (h) in case of perishable (refrigerator required) goods, parameters of required temperature; (i) in case of goods of non-standard size/dimension, relevant drawing, including size prescriptions; (j) any other information (or document) on the goods which may affect technology or safety of transportation of the goods (excise goods, phyto-sanitary requirements, specifics of storage and transportation etc.). Forwarder shall not be obligated to check the accuracy or completeness of such data or documents.

2.2.2 Client shall, upon agreement between the Parties (including on the Transportation Fee) and at least 5 (five) days

before commencement of such transportation, provide the Forwarder with written information (including by means of email communication) on the contact details (names, fax, phone numbers) of the consignor and consignee, description of goods and points of loading and unloading. Such information may also include details referred to in article **2.2.1** hereof. Foregoing information exchanged by e-mail, shall be binding upon the Parties and serve as the basis for conducting specific transportation.

2.2.3 Forwarder shall not take insurance on the Client's goods (cargo insurance) unless there is a written request from the Client in this regard. Accordingly, the Client shall be solely responsible for arranging insurance cover for the goods at its own costs.

2.2.4 Client shall examine the means of transport delivered at the agreed time and place, and in case of any unsuitability or technical defect, inform the Forwarder thereof and require provision of its substitute.

2.2.5 Client shall timely and properly load, place and stow the goods to the relevant transportation mean and arrange for marking and packaging of the goods in accordance with international standards in order to avoid damage of the goods and/or packaging, mean of transport, equipment as well as to the life and health of the persons participating in transportation/carriage of goods.

2.2.6 Client shall comply with all documentary formalities, loading and unloading requirements related to the goods and, where applicable, seal the goods in the agreed place (point of loading or unloading) in accordance with the requirements (including timelines) applicable in the country of importation or exportation.

2.2.7 Client shall furnish the Forwarder or carrier (or their representatives) with all of the required duly certified copies of commercial and customs documentation related to the goods (prepared in compliance with regulations of the relevant country) at the point of loading/unloading, upon completion of customs formalities and loading/unloading of goods.

2.2.8 Client shall ensure performance of customs clearance of the goods according to applicable legislation of importation/exportation country and perform loading/unloading of the goods within agreed timeline save for cases when pursuant to the agreement of the Parties (including by way of electronic/email communication) such obligations are to be undertaken by the Forwarder.

2.2.9 Client shall fully compensate the Forwarder for any damages, costs and expenses caused as a result of any discrepancy (whether in name, type, mass or other parameters of the goods) between characteristic of actual goods and those provided pursuant to Article 2.2.1 hereof (For instance, storage of goods at terminals or warehouses, demurrages by sea-lines, ports, sanctions imposed by customs or other competent authorities).

2.2.10 Client shall ensure completeness and accuracy of information reflected in relevant transportation documents as well as their proper execution in compliance with requirements of Applicable Law. Forwarder will be entitled to immediately change and/or adjust Transportation Fee (according to the factual parameters of the goods) should the foregoing information be incomplete or inaccurate in any respect.

2.2.11 Client shall timely deliver and submit all relevant documentation (applicable to the goods) (commercial invoice, customs declaration, certificates of origin, phyto-sanitary certificate etc.).

2.2.12 Client shall conduct preliminary inspection of correctness of all documents applicable to the goods and determine necessary number of their copies.

2.2.13 The Client shall timely execute and deliver to the Forwarder power of attorney in order the Forwarder to conduct actions set out in clause 1.2 or which may be otherwise necessary for fulfillment of other duties and obligations of the Forwarder foreseen in these Terms and Freight-Forwarding Agreement.

2.2.14 Client shall receive or ensure receipt of the goods by the consignee. Client shall fully compensate the Forwarder for any loss and expenses incurred as a result of failure to receive the goods at the agreed place and time.

2.2.15 Submit to the Forwarder necessary information/documents required by applicable legislation which are necessary to carry out relevant customs actions, and in case of the agreement, for the payment of customs duties/taxes. The Client shall further verify authenticity of the submitted documents as may be necessary.

2.2.16 Pay customs payments/taxes in a manner prescribed by applicable/tax legislation.

2.3 Obligations of the Forwarder

2.3.1 Forwarder shall provide the Client with appropriate and technically suitable means of transport at such place and time as agreed by the Parties.

2.3.2 Forwarder shall execute relevant transportation documents upon receipt of the commercial documentation from the Client (commercial invoice, loading and other certificated etc.).

2.3.3 Forwarder shall perform its duties in good faith, in due and timely manner and engage in transportation duly qualified third parties. In cases of existence of relevant reasons (including, without limitation, transportation of dangerous goods, animals and plants, existence of embargo), Forwarder will be entitled to refuse transportation of the goods.

2.3.4 Forwarder shall inform the Client on the process of transportation of the goods, including the circumstances (after they become known to the Forwarder) that may hinder or suspend transportation of the goods.

2.3.5 Forwarder is eligible to arrange customs clearance of the goods by the will of the client expressed by written request in a separate Order which shall be placed no later than the individual Order is placed and in accordance with these Terms and Freight-Forwarding Agreement and in the best interests of the Client.

2.3.6 Consolidation with goods of other consignors and transshipment of goods shall be permissible.

Article 3. Transportation Fee and Settlement

3.1 Client shall pay the Forwarder Transportation Fee agreed by the Parties in writing (including by exchange of email communication).

3.2 In case of circumstances referred to in Article 2.2.10 hereof, the Client shall compensate the Forwarder for any additional costs and expenses incurred by the Forwarder in course of performance of its obligations hereunder. Such costs and expenses will be reimbursed by the Client no later than 30 (thirty) days from the moment of delivery of the goods and submission of the relevant invoice by the Forwarder.

3.3 All payments hereunder shall be made by bank transfers.

3.4 Forwarder will be authorized to exercise lien over the goods for the purposes of and until fulfillment of all obligations of the Clients foreseen in these Terms and the Freight-Forwarding Agreement.

3.5 Costs which are beyond the control of Forwarder shall not be included in the freight. In the event of the basic factors relevant for pricing (cost, tax, tariff and rate factors) changing due to external influences, e.g., introduction of new taxes and charges, changes in road traffic taxes (e.g., toll, road pricing fees), general tolls, additional road and/or truck taxes, imposition of sectoral or night-time driving bans, etc., Forwarder shall be entitled to adjust the freights in accordance with the changed circumstances, which adjustment shall become effective at the time the circumstances change.

Article 4. Liability

4.1 Parties shall be liable to each other for non-fulfillment or undue fulfillment of their respective obligations hereunder in a manner prescribed under the Agreement and Applicable Law. In course of transportation of goods, relevant carrier shall be responsible for the goods (in its possession/custody) in accordance with Applicable Laws and rules.

4.2 In case of breach by the Client of technical, normative safety-related or other conditions foreseen under Article 2.2 hereof, or failure to deliver to the Forwarder all information and documentation required for performance of the Forwarder's obligations, the Client shall fully reimburse and pay the Forwarder all additional costs and damages incurred as a result thereof and the Forwarder shall bear no responsibility for the consequences inflicted or caused by the Client which may result in suspension, delay or may otherwise hinder transportation of the goods.

4.3 Forwarder shall be liable in accordance with the provisions of the FIATA Model Rules as far as in the individual

case no compulsory legal regulations or international conventions (e.g. CMR, Montreal Convention, Hague Rules, CIM, CMNI, Hamburg Rules, etc.) oppose. With reference to section 8.3.3 FIATA Model Rules, Forwarder's liability shall not exceed the total amount of 1.800 SDR (Special Drawing Right as defined by the International Monetary Fund). According to section 3 FIATA Model Rules no insurance (e.g. for stored goods) will be effected by the Forwarder, except if an insurance of the goods (cargo insurance) has to be effected by the Forwarder in accordance with the agreement of the Parties.

4.4 Forwarder shall bear liability for violation of applicable customs rules, if the performance of customs procedures was specifically undertaken by the Forwarder and it acted at fault (willful misconduct/gross negligence).

4.5 If the Client furnishes the Forwarder with incriminating information with respect to the goods and it will be revealed that the Goods constitute narcotic, psychotropic or similar substances, arms or munitions, the Forwarder will be entitled to inform the law enforcement bodies accordingly while the Client shall bear any and all responsibility thereof.

Article 5. Force Majeure

5.1 If failure to perform obligations of the Freight-Forwarding Agreement is caused by the supervening events (Force Majeure – weather calamities, war, armed conflicts, fire, strike, blockade, embargo, various acts of governmental bodies of Georgia or the countries where transportation is performed etc. – which may hinder or render impossible performance by the Party of its obligations), then the Party affected by such events will resume performance of its obligations upon elimination of such events while failure to render performance shall not be treated as breach of the obligations under the Freight-Forwarding Agreement. In case of continuation of supervening event which make fulfillment of the obligation under the Freight-Forwarding Agreement impossible, Parties will be authorized to reach a mutually acceptable agreement by signing the relevant document.

5.2 Party whose performance was affected by the events referred to in Article 5.1, shall immediately notify the other Party thereof.

Article 6. Claims

6.1 In case of detection of externally visible loss or damage to the goods upon their receipt, the Client shall: (a) immediately notify the Forwarder thereof; (b) require the Forwarder (or its representative) to attend inspection of the goods; (c) ensure execution of the relevant act with participation of the Parties (their representatives) and an independent expert; and (d) ensure recordation of the relevant entry in the applicable transportation document.

6.2 In case of detection of loss or damage to the goods which is not externally visible, Client shall address the Forwarder with the relevant written complaint not later than 72 (seventy two) hours after receipt of the goods, otherwise the Client's relevant claim shall not be admitted.

Article 7. Term of the Agreement

7.1 Freight-Forwarding Agreement enters into force upon its signing and will be effective for a period defined therein.

7.2 Either Party may terminate the Freight-Forwarding Agreement by serving a written notice to the other Party at least 30 (thirty) days prior to the intended termination date provided that termination shall not effect fulfillment of ongoing obligations of the Parties (including settlement obligations) existing at the moment of such termination.

Article 8. Notices

All notices (unless these Terms or the Freight-Forwarding Agreement specifically refers to use of electronic mail) will be in written form and provided to a Party by fax message or reliable courier service to the contact details provided in the Freight-Forwarding Agreement.

Article 9. Conclusive Provisions

9.1 Parties will use their best efforts to settle all disputes or controversies amicably, via negotiations. If the Parties fail to settle disputes via negotiations, such disputes shall be referred to Tbilisi City Court for consideration and settlement. The governing law shall be Georgian law along with the international conventions and regulations as mentioned in this

Freight-Forwarding Agreement, to the extent of their applicability

9.2 Provisions of the Freight-Forwarding Agreement and information furnished by the Parties thereunder are confidential. Each Party agrees not to disclose confidential information to third parties unless prior written consent is obtained from the relevant Party. Foregoing restriction shall not apply if disclosure of confidential information is required under Applicable Law by court or other competent state authorities.

9.3 Invalidity of any provision of the Freight-Forwarding Agreement will not affect other provisions which will stay in full legal force and effect.

9.4 All annexes to the Freight-Forwarding Agreement shall represent its integral part.

9.5 Freight-Forwarding Agreement may also be executed and signed and scanned copies exchanged by email in which case the Freight-Forwarding Agreement shall be deemed as original. Any and all amendments to the Freight-Forwarding Agreement shall be agreed by the Parties and executed in writing (including by exchanging signed copies via email).

9.6 Any general terms and conditions used by Client will not be deemed to have been agreed upon.

9.7 Forwarder's duties shall at any time be subject to the adherence to and compliance with national and international statutory provisions and/or mandatory requirements (in particular compliance with European and U.S. embargo measures). Without prejudice to Forwarder's rights under this Agreement, responsibility for compliance with foreign trade legislations (prohibitions and limitations) lies with the Client. Forwarder shall not be under an obligation to check that such legislations are complied with and responsibility to make aware of any limitation or prohibition with respect to the goods to be shipped lies with the Client, who will inform Forwarder timely and in writing. The Client shall also be obliged to guarantee the safety of the supply chain to Forwarder.