

General Terms and Conditions - TOW Gebrüder Weiss

All business activity of TOW Gebrüder Weiss is exclusively transacted subject to the most recent edition of the 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 far as no mandatory provisions of Ukrainian legislation or international conventions, applicable to the legal relationships between TOW Gebrüder Weiss and customer, oppose.

It is agreed that, having regard to Article 623, paragraph 3 and Article 22, paragraph 3 of the Civil Code of Ukraine and Article 14 of the Law of Ukraine “On Freight Forwarding Activity” of July 1, 2004 and with reference to section 8.3.3 FIATA Model Rules, liability of TOW Gebrüder Weiss for other type of loss shall not exceed the total amount of 1 800 SDR¹ for each incident.

We are entitled to have a domestic or foreign partner company execute any of the orders placed with us. To the extent and insofar as we should be liable for any of their services towards our customer, our liability towards our customer is limited to the liability of the partner company in question towards us.

Any general terms and conditions used by the customer will not be accepted and shall therefore not be deemed to have been agreed upon, even to the extent such do not contradict our general terms and conditions. Verbal collateral agreements are ineffective.

Our duties resulting from this contractual relationship 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), if it can affect fulfillment of any obligations. In case of a conflict between the contractual provisions and the statutory provisions and/or mandatory requirements, the statutory provisions and/or mandatory requirements shall prevail, even in cases of doubt. Without prejudice to our rights under these terms and conditions, responsibility for compliance with foreign trade legislations (prohibitions and limitations) lies with the customer. We shall not be under an obligation to check that such legislations are complied with and responsibility to make us aware of any limitation or prohibition with respect to the goods to be shipped lies with the customer, who will inform us timely and in writing. The customer shall also be obliged to guarantee the safety of the supply chain to us.

A separate order is required for the transfer of dangerous goods pursuant to the Law of Ukraine “On Carriage of Dangerous Goods” and international regulations, including but not limited to the European Agreement concerning the International Carriage of Dangerous Goods by Road classes, International Maritime Dangerous Goods Code, Regulation concerning the International Carriage of Dangerous Goods by Rail, IATA Dangerous Goods Regulations, which must be accepted by us. Dangerous goods must be packed and marked 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 under the European Agreement concerning

¹ SDR means a Special Drawing Right as defined by the International Monetary Fund.

the International Carriage of Dangerous Goods by Road classes 1 and 7, may not be handed to us.

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 munition, livestock as well as substances the storage of which is subject to special legal provisions (e.g. substances hazardous to water).

Returns of packaging within the meaning of the packaging ordinance as well as recovery and/or exchange of pallets, pallet cages, etc. will only be accepted if such have been specifically agreed upon in writing.

In case of the provision of a truck or a container transport, demurrage shall be invoiced per hour or part thereof in excess of the two hours granted for both loading and unloading.

Invoices shall be payable immediately without any deduction. All of our offers shall be non-binding and subject to confirmation. Moreover, we reserve the right to change air and sea freight rates at any time without prior notice.

Insurance: according to section 3 FIATA Model Rules no insurance (e.g. for stored goods) will be effected by us, except upon your instructions given in writing to us. Upon your express written request, we will take out transport insurances and insurances for goods in stock against risks such as fire and damages from burglary and storm. We recommend you to take out a transport insurance in accordance with the Institute Cargo Clauses (A) of the Institute of London Underwriters for goods worth more than EUR 10.— per kg, for sensitive goods (i.e. fragile or theft-prone goods) as well as for cross-border transports. Possible insurance coverage must not be provided for if sanctions of the United Nations and/or the European Union and/or other relevant national economic or legal provisions are an obstacle to shipment.

Offers must be kept confidential and may not be disclosed to a third party.

The legal relationships between TOW Gebrüder Weiss and customer are governed by the laws of Ukraine. All disputes arisen out or related to the legal relationships between TOW Gebrüder Weiss and the customer are to be settled according to the procedural law of the Ukraine.

By placing an order or by transferring goods to TOW Gebrüder Weiss for carriage, the customer declares that he fully understood and agrees with these terms and conditions and that these terms and conditions together with the order of the customer and this quotation of TOW Gebrüder Weiss constitute an agreement between those parties.