

## General Terms and Conditions – Gebruder Weiss Ltd

The current version of the “Standard Trading Conditions” [中華民國航空貨運承攬業標準交易條款] of the Taipei Airfreight Forwarders & Logistics Association of Taiwan (“TAFLA”) as is available on <https://www.gw-world.com/zh-hk/imprint>, which the parties agree shall apply for airfreight services and services other than ocean freight services. The “Standard Trading Conditions” [海運承攬運送標準營運條款] of the International Ocean Freight Forwarders and Logistics Association, Taiwan (“IOFFLAT”) for sea freight as is available on <https://www.gw-world.com/zh-hk/imprint> shall apply for ocean freight services unless there is a per se conflict with any statutory provisions or international conventions (e.g. Montreal Convention, Warsaw Convention, Hague Rules etc). The “Standard Trading Conditions” shall only apply to the extent that they are not in contradiction to the below provisions regarding limitation of liabilities hereunder. “Forwarder” and “Carrier” in of the said “Standard Trading Conditions” shall mean Gebruder Weiss Ltd who undertakes to provide the services.

Limitation of our liability shall apply for all services provided and may change from time to time without further notice. As of today for air freight and services other than ocean freight the limitation shall be the value of the relevant goods or TWD 1000/kg gross weight, whichever is the less for each incident regardless of the type of loss. Our liability for damage or loss of goods for sea freight shall be limited to 666.67 Special Drawing rights per package or 2 Special Drawing Rights/kg, whichever is the higher; and for delay and other type of loss of ocean freight is limited to the amount which could be claimed in case of the total loss of the goods for each incident. The value of limitation of liability will be considered in our offers from time to time.

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). 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 ADR/RID/IMCO/DGR and Taiwanese 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 of ADR 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), jewellery, gemstones, banknotes, securities of any type, documents or deeds, temperature-controlled pharmaceuticals, arms and ammunition, livestock as well as substances the storage of which is subject to special legal provisions (e.g.. substances hazardous to water).

Returns of packaging 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.

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 for goods worth more than TWD 400 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.

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

**Dispute Resolution:** In accordance with Art. 24 of the “Standard Trading Conditions” of the TAFLA and Art. 14 of the “Standard Trading Conditions” of the IOFFLAT, the parties agree that all claims, controversies or disputes shall be solved as follows: The disputing parties shall in first instance endeavour to settle it in an amicable way. If, within 30 days after one party having sent a request in writing to the other party to discuss the disputed matter with the aim of finding a solution, the parties have not agreed on a solution, either party may submit the matter to the courts. The parties agree that the Taiwan Taipei District Court shall have exclusive jurisdiction.