

STANDARD TERMS AND CONDITIONS

OF

RAIL DIRECT L.L.C

Adapted from the

National Association of Freight and Logistics Standard Trading Conditions ("NAFL STC's")

Rail Direct L.L.C is not a common carrier and undertakes all services subject solely to the following Conditions which can be varied only in writing by an authorized representative. If a Customer's acceptance document, purchase order or other documentation, received by the Company before or after notification of these Conditions, contains terms or conditions additional to, or at variance with these Conditions, then every such additional or varying term or condition shall be of no effect.

1. DEFINITIONS

- 1.1 **Company** means the RAIL DIRECT LLC, a limited liability company registered under and in accordance with the laws of the Emirate of Abu Dhabi, United Arab Emirates with license number CN-4944275 whose registered address is at 6th Floor, Capital Tower, 44 Al Zumurrud Street, Al Rawdah, ADNEC Area, Abu Dhabi, UAE (the "Company").
- 1.2 **Company Group** means those companies affiliated to the Company in terms of a Shareholders Agreement.
- 1.3 **Consignor** means the person identified as the consignor on the front of the forwarders certificate of receipt.
- 1.4 **Consignee** means the person identified as the consignee on the front of the forwarders certificate of receipt
- 1.5 **Container** means any empty or loaded shipping container, used for the transportation of Freight, which is usually but not limited to 20 feet, 40 feet, or 45 feet long, 8 feet wide and 8 feet 6 inches or 9 feet 6 inches high, flat racks, platforms, bolsters, refrigerated containers (each a Reefer Container), and tanks, as well as any equipment affixed thereto (including, without limitation, generator sets (each a Genset)), with the International Standardization Organization recommended lifting arrangements and which is consistent with the safety requirements of the Convention for Safe Containers (CSC), subject to such limitations as the Company may advise the Customer from time to time and includes a Customer Container, Company Group Container and/or a Shipping Line Container.
- 1.6 **Customer** means any person or company at whose request or on whose behalf the Company undertakes any business or provides advice, information or services. **Direct Representative** means representation for customs purposes where the representative acts in the name of and on behalf of another person.
- 1.7 **Force Majeure** means in relation to either party, any circumstances beyond the reasonable control of that party, including, without limitation, acts of God, compliance with any acts of any governmental or other authority, war or national emergency, riots, civil commotion, acts of terrorism, piracy, fire, explosion, flood, criminal acts, third party cyber-attacks or other information security-related threats, severe weather conditions, epidemic, pandemic, natural catastrophes such as earthquake, floods, hurricane, typhoon or volcanic activity, lock-outs, strikes and other industrial disputes (in each case whether or not referring to that party's or subcontractors' workforce), shortage of labor, materials and services and inability or delay in obtaining supplies.
- 1.8 **Forwarders Certificate of Receipt** means the multi-modal waybill document issued at the time of booking.
- 1.9 **Goods** means the whole or any part of the cargo described on the front of this forwarders certificate of receipt and includes any packing or equipment not supplied by or for the Company.

- 1.10 **Owner** means the Owner of the Goods (including any packaging, containers or equipment) to which any business concluded under these Conditions relates and any other person who is or may become interested in them.

2. **COMPULSORY LEGISLATION AND STATUTORY PROTECTION**

- 2.1 In the event that any provisions herein contained are inconsistent with an international convention or national law which applies compulsorily to any element of the storage and handling of the Goods by the Company, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the storage and handling of the Goods by the Company, but the remaining provisions of this Standard Terms and Conditions shall remain valid and enforceable.
- 2.2 Nothing in this Standard Trading Terms and Conditions shall operate to limit or deprive the Company of any statutory protection, defence, exception or limitation of liability authorised by any applicable laws, statutes or regulations of any country.

3. **CUSTOMER'S WARRANTIES**

- 3.1 The Customer warrants to the Company as follows:
- (a) in accepting this Standard Trading Terms and Conditions, the Customer agrees to be bound by all stipulations, exceptions, terms and conditions, whether written, typed, stamped or printed, as fully as if signed by the Customer;
 - (b) in accepting this Standard Trading Terms and Conditions and agreeing to the terms hereof, the Customer is, or is the agent of and has the authority of, the person owning or entitled to the possession of the Goods or of the person who is or may become interested in the Goods;
 - (c) that the description and particulars of any Goods or information furnished, or services required, by or on behalf of the Customer are full and accurate and delivered in time. The Customer shall provide all required documents to the Company in digital format. The Customer acknowledges and agrees that the Company shall provide to the Customer documents including but not limited to: Forwarders Certificate of Receipt; waybills; Company proof of delivery and customs documents (where applicable), in digital format. The Customer agrees to accept such digital documents as legally binding and enforceable, to the extent permitted by applicable laws and regulations;
 - (d) that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods. The shipper shall be responsible for the safe and proper loading of the goods into the container and the consignee shall be responsible for the safe and proper unloading of the goods from the container;
 - (e) that where the Company receives the Goods from the Customer already stowed in or on a container, device specifically constructed for the carriage of Goods by land, or rail (each hereafter individually referred to as "the Transport Unit"), the Transport Unit is in good condition and is suitable for the carriage to the intended destination of the Goods loaded therein or thereon;
 - (f) that it shall ensure that the Company receives all information required for the customs declaration and the compliant execution of the complete customs procedures in full, in the format required by the Company and in good time (as prescribed by national law and/or regulations), at least one working day before the declaration has to be sent to customs. This information must be accurate, complete and consistent with the relevant shipment including any pertinent import restrictions, preferential treatment rules, dual-use characteristics

and original documents such as certificates of origin as well as information regarding the carrier and the importer of records used;

- (g) the Customer shall ensure compliance with all applicable export control and sanctions laws and regulations and warrants in particular that:
- (i) The Customer will comply fully with all applicable export control, sanctions, customs laws and regulations and other applicable regulatory requirements and restrictions related to the import, export, transfer or transit of goods ("Trade Laws"). Customer will not request the Company to provide services that would cause, directly or indirectly, a violation of any applicable Trade Laws. If the Company has reason to believe that providing such services will cause a violation of applicable Trade Laws, the Company has the right to refuse services.
 - (ii) Neither the Customer, any holding company, agents, affiliates, Consignee or any other third party directly or indirectly contracted by the Customer are listed on any applicable sanctions lists as a denied or restricted party ("Denied Party"). The Company has the right to refuse services involving a Denied Party.
 - (iii) The Customer is responsible to classify the exported goods contained in Customer's shipments and for determining whether the delivery of the shipment to its final destination, any known end-user and end-use complies with all applicable Trade Laws.
 - (iv) If a shipment contains Dual-Use or Military goods subject to export control laws and regulations (including restrictions on import, transfer, or transit) ("Controlled Goods"). Customer must obtain all necessary permits, licenses or other government authorizations required for the shipment of Controlled Goods and provide to the Company the export control classification and authorization information (e.g., license, permit, exception), including copies thereof, if requested by the Company. The Customer will inform the Company of any special routing or other conditions for Controlled Goods that apply prior to shipment.
 - (v) The Customer has a duty to disclose any and all information required to handle Customer's shipments in compliance with applicable Trade Laws. Customer will timely provide all information and documents in the format specified by the Company to enable the Company to provide services. Any and all information provided by Customer to the Company shall be true, complete and accurate, and Customer is responsible for the authenticity of any documents provided to the Company. If Customer identifies errors or inaccuracies, Customer shall promptly notify the Company of the error/inaccuracy. Should the Customer otherwise than under special arrangements previously made in writing deliver to the Company or cause the Company to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other pests, or Goods liable to taint or affect other Goods, he shall be liable for all death, bodily injury, loss or damage arising in connection with such Goods and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the Company or any other person in whose custody they may be at any relevant time shall think fit;
- (h) The Customer shall save harmless and keep the Company indemnified from and against: -
- (i) All liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Goods) arising out of the Company acting in accordance with the Customer's instructions or arising from any breach by the Customer of any Warranty contained in these Conditions or from the negligence of the Customer, and

- (ii) Without derogation from Sub-Clause (i) above, any liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions the Company has reasonably become liable or may become liable to any other party, and
 - (iii) All claims, costs and demands whatsoever and by whomsoever made or proffered in excess of the liability of the Company under the terms of these Conditions regardless of whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of the Company, its Servants, Sub-Contractors or agents.
- (i) The Customer shall pay to the Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set-off;
- (i) In respect of all sums which are overdue the Customer shall be liable to pay to the Company interest calculated at the rate prime plus 2 per cent for each calendar month during all or part of which a payment is overdue, unless otherwise agreed between the Parties.
 - (ii) Despite the acceptance by the Company of instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such consignee or other person when due.
- (j) **Container Handling:** The Customer acknowledges and agrees that they are solely responsible for the handling and management of the containers.
- (i) The Customer shall ensure that the Containers are properly loaded, secured, and handled in accordance with industry standards, regulations, and any specific instructions provided by the Company. This includes, but is not limited to, the following responsibilities:
 - (A) Proper packing and stowage of goods inside the Containers, ensuring they are adequately protected and secured to prevent damage during transportation.
 - (B) Compliance with weight limitations of twenty-four (24) tonnes gross maximum weight per Container unless agreed otherwise with the Company in writing. Gross weight is defined as the weight of the goods including the tare weight (three point seven (3.7) tonnes) of the container.
 - (C) Compliance with any customs regulations, governmental regulations, applicable safety, security, or environmental regulations related to the handling and transportation of Containers.
 - (D) The Customer shall be liable for any damages, losses, costs, or claims arising from their failure to fulfill their responsibilities outlined in this clause. This includes, but is not limited to, damages to the Containers, damage to other cargo or property, storage and demurrage, injury to personnel, fines or penalties imposed by authorities, and any legal costs incurred as a result of non-compliance.
 - (ii) The Customer shall indemnify and hold the Company harmless from any claims, demands, liabilities, or expenses arising from their breach of the responsibilities outlined in this clause. This indemnification includes, but is not limited to, any claims made by third parties, governmental authorities, or regulatory bodies.
 - (iii) The Company reserves the right to refuse the acceptance of any Containers that do not comply with the requirements stated in this clause or if they pose a risk to the safety, security, or integrity of the

transportation process. In such cases, the Customer shall be solely responsible for any costs or losses incurred as a result of the refusal.

- (iv) The Company shall not be held liable for any damage, loss, or delay caused by the Customer's failure to comply with their responsibilities under this clause. The Customer shall bear all risks associated with the handling and transportation of the Containers.

4. DANGEROUS GOODS

- 4.1 The Goods tendered by the Customer to the Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("**Dangerous Goods**") unless the Customer, or someone acting on its behalf, has already given the Company written notice of the nature of the Dangerous Goods prior to the Company's receipt of the Goods and the Company has expressly accepted in writing to deal with the Dangerous Goods. The Customer's notice will include all information necessary for the Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable laws, regulations or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 The Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all applicable laws, regulations and requirements.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of any of the provisions of this clause, they may, at any time or place be unloaded, destroyed, disposed or abandoned or rendered harmless, as circumstances may require, at the Customer's cost.

5. COMPANY'S LIBERTY

- 5.1 The Customer accepts and agrees that once the Goods have been delivered into the custody and control of the Company:
 - (a) Unless agreed otherwise between the Parties, the Customer no longer has any right to issue instructions to the Company in respect of the Goods (including, without limitation, an instruction to redeliver the Goods to the Customer or request issuance of any transportation documents including but not limited to waybills to the Customer);
 - (b) the Company shall be under no obligation to comply with any instruction which the Customer may nevertheless issue;
 - (c) the Company shall have an unfettered right to deliver the Goods to the Consignee.
- 5.2 The production or surrendering of the forwarders certificate of receipt will not entitle its holder to take delivery of the Goods.
- 5.3 Subject to Clauses 5.10 below, the Company shall be entitled to procure any or all of its services as an agent or to provide those services as a principal.
 - (a) The offer and acceptance of an inclusive price for the accomplishment of any service or services shall not itself determine whether any such service is, or services are to be arranged by the Company acting as agent or to be provided by the Company acting as a principal.
 - (b) When acting as an agent, the Company does not make or purport to make any contract with the Customer for the carriage, storage, packing or handling of any Goods nor for any other physical service in relation to

them and acts solely on behalf of the Customer in securing services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.

- (c) When and to the extent that the Company has contracted as principal for the performance of any of its services, it undertakes to perform and/or in its own name to procure the performance of those services and subject always to the totality of these Conditions and in particular to Clause 6 hereof accepts liability for loss of or damage to Goods taken into its charge occurring between the time when it takes the Goods into its charge and the time when the Company is entitled to call upon the Customer, Consignee or Owner to take delivery of the Goods.
 - (d) When and to the extent that the Company in accordance with these Conditions is acting as an agent on behalf of the Customer, the Company shall be entitled, and the Customer hereby expressly authorizes the Company to enter into contracts on behalf of the Customer: -
 - (i) for the carriage of Goods by any route or means or person;
 - (ii) for the trans-shipment, loading, unloading or handling of the Goods by any person at any place and for any length of time;
 - (iii) for the carriage or storage of Goods in or on Transport Units as defined in Clause 18 and with other Goods of whatever nature; and
 - (iv) to do such acts as may in the opinion of the Company be reasonably necessary in the performance of its obligations in the interests of the Customer.
- 5.4 Unless otherwise agreed by the parties in writing, in all and any dealings with local customs authority for and on behalf of the Customer, the Company is deemed to be appointed, and acts as, Direct Representative only.
- 5.5 The Company reserves to itself a full liberty as to the means, route and procedure to be followed in the handling, storage and transportation of Goods.
- 5.6 When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of the Goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the Goods before doing so. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Freight Forwarders.
- 5.7 The rates payable by the Customer for the Services and the validity period of such rates are to be specified in the quotation. All rates are exclusive of value-added tax (VAT), sales taxes (or equivalent), customs duties, surcharges, fuel escalations, storage and demurrage charges (if applicable) and other government taxes imposed with respect to the provision of Services and related work performed under this agreement. Customer agrees to pay and indemnify and hold the Company harmless from and against all franchise, duties, VAT, sales and business taxes together with penalties, fines or interest thereon, imposed by any taxing or other authority with respect to the storage, transportation and customs declaration of the shipments.
- 5.8 If delivery of the Goods or any part thereof is not taken by the Customer, consignee or Owner at the time and place when and where the Company is entitled to call upon such person to take delivery thereof, the Company shall be entitled to store the Goods or any part thereof at the sole risk of the Customer, whereupon the liability of the Company in respect of the Goods or that part thereof stored as aforesaid shall wholly cease

and the cost of such storage if paid for or payable by the Company or any agent or Sub-Contractor of the Company shall forthwith upon demand be paid by the Customer to the Company.

5.9 The Company shall be entitled at the expense of the Customer and or the Owner to dispose of (by sale or otherwise as may be reasonable in all the circumstances): -

- (a) on twenty eight (28) days' notice in writing to the Customer, or where the Customer cannot be traced, and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods;
- (b) Company to have any interest in the Goods, any Goods which have been held by the Company for 90 days and which cannot be delivered as instructed; and
- (c) without prior notice, Goods which have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to third parties or to contravene any applicable laws or regulations.

5.10

- (a) Except under special arrangements previously made in writing by an officer of the Company so authorised or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of Goods in specified circumstances only, such as (but without prejudice to the generality of this Clause) against payment or against surrender of a particular document, are accepted by the Company only as agents for the Customer where Third Parties are engaged to effect compliance with the instructions.
- (b) The Company shall not be under any liability in respect of such arrangements as are referred to under sub-clause (a) above hereof save where such arrangements are made in writing.

5.11 In any event, the Company's liability in respect of the performance or arranging the performance of such instructions shall not exceed that provided for in these Conditions in respect of loss of or damage to Goods.

5.12 Advice and information, in whatever form it may be given is provided by the Company for the Customer only and the Customer shall indemnify the Company against any liability, claims, loss, damage, costs or expenses suffered as a consequence of passing such advice or information on to any third party Except under special arrangements previously made in writing, advice and information which is not related to specific instructions accepted by the Company is provided gratuitously and without liability.

5.13

- (a) Except under special arrangements previously made in writing, the Company will not accept or deal with (i) blood and/or blood plasma, (ii) bullion and money of every description (e.g. cash, bank notes, coins, currency notes), (iii) livestock, bloodstock and all living creatures, (iv) precious stones, gems or metals or items made from or containing such materials, (v) bottled spirits, (vi) cigarettes, cigars and other tobacco products, (vii) fine art and antiques, (viii) household or factory removals, personal effects (commercial Customers only, not private individuals), (ix) human remains, (x) weapons, arms, ammunition, explosives. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with such goods howsoever arising.
- (b) The Company may at any time waive its rights and exemptions from liability under Sub-Clause (a) above in respect of any one or more of the categories of goods mentioned herein or of any part of any category. If such waiver is not in writing, the onus of proving such waiver shall be on the Customer.

- 5.14 Except following instructions previously received in writing and accepted by the Company, the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other Goods. If such Goods are accepted pursuant to a special arrangement and then in the opinion of the Company they constitute a risk to other Goods, property, life or health, the Company shall where reasonably practicable contact the Customer, but reserves the right at the expense of the Customer to remove or otherwise deal with the Goods.

6. LIABILITY AND LIMITATIONS

- 6.1 The Company's liability in respect of any loss of or damage to the Goods shall be determined and limited in accordance with the provisions of this clause. The liability of the Company for such loss or damage shall be limited to payment of such amounts as may be payable in accordance with clause 6.3 for loss of or damage to the Goods which occurs whilst the Goods are in its physical possession.
- 6.2 **Liability for loss or damage to the Goods** – Without prejudice to any other right or remedies the Company may have under Clause 2, the Company shall be relieved of liability for any loss or damage to the Goods if, and to the extent that, such loss or damage is caused by:
- (a) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence;
 - (b) any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence; or
 - (c) compliance with instructions or directions of the Customer or the Consignee or any person authorised to give them.
- 6.3 **Amount of compensation** - Subject to Clause 2, if the Company is liable for loss of or damage to the Goods, the liability of the Company shall not exceed whichever is the least of:
- (a) the arrived sound market value of only those Goods damaged or lost (excluding VAT and insurance); or
 - (b) a sum at the rate of UAE Dirhams 30 (thirty) per kilo of gross weight of any goods lost or damaged subject to a limit of UAE Dirhams 20,000 (twenty thousand) per package or unit, whichever shall be the least.
- 6.4 The Company's liability for loss or damage as a result of failure to deliver or arrange delivery of goods in a reasonable time or to adhere to agreed departure or arrival dates shall not in any circumstances whatsoever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant transaction.
- 6.5 **Customs Brokerage** - Subject to the provisions of Clauses 6.5 and 6.6 and the normal rules of causation and remoteness of damage, Company's liability, if any, for any claim arising from customs clearance services and caused by any wilful or negligent act or omission of Company, shall be limited to the amount of brokerage fees paid to Company for the entry, whichever is less. To the extent that Company's liability under this clause relates to a series of errors and/or omissions which are repetitions of or represent the continuation of an original error, and/or omission, Company's liability shall not exceed in the annual aggregate, 25 (twenty five) per cent of all the total customs charges paid (excluding third party costs and disbursements) to Company by Customer for the Services in the relevant country in the contract year in which the error, omission or other event occurred commencing from the time of the making of the original error, and/or omission (or to the respective pro rata amount for any period of the validity of this agreement which is less than 12 months long). Company shall not be liable for any kind of losses arising from the provision of incorrect, incomplete details/documents or information supplied by the Customer or its Affiliates, employees, agents, customers, subcontractors or contractors (for example a delayed/rejected customs declaration, duties payable due to missing proof of preference, incorrect customs value etc.)

- 6.6 **Exclusion of certain losses** - the Company shall have no liability whatsoever for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation or third party claims (in each case whether direct or indirect) or for any indirect or consequential loss.
- 6.7 **Entire liability** - Save as set out in Clause 6 the Company shall not be liable for loss of or damage to any Goods or have any liability whatsoever for any events arising out or in connection with the storage and handling of the Goods and/or this forwarders certificate of receipt. Company's total liability to the Customer in contract, tort, breach of statutory duty, breach of duty in bailment, under statute, misrepresentation or otherwise (in each case whether caused by negligence or otherwise) arising out of or in connection with this Agreement its performance or any failure or delay in its performance, its termination or any statement made, or not made, or advice given or not given by or on behalf of Company will be limited to an amount equal to 5% of the total charges (excluding third party costs and disbursements) per calendar year (or to the respective pro rata amount for any period of the validity of this agreement which is less than 12 months long).
- 6.8 **Application of defences, limits and exclusions of liability** - The defences, limits and exclusions of liability provided for in this forwarders certificate of receipt shall apply in any action against the Company arising out or in connection with this forwarders certificate of receipt (including loss or damage to Goods) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty or otherwise and even if the loss, or damage arose as a result of negligence, wilful misconduct or fundamental breach of contract.
- 6.9 **Claims** - Any claim by the Customer against the Company arising in respect of any service provided for the Customer or which the Company has undertaken to provide shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became or ought reasonably to become aware of any event or occurrence alleged to give rise to such claim and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer can show that it was impossible for him to comply with this time limit and that he has made the claim as soon as it was reasonably possible for him to do so.
- 6.10 Notwithstanding the provisions of clause 6.8 above the Company shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

7. INDEMNITY

- 7.1 The Customer shall promptly indemnify the Company or any member of the Company Group, their respective employees, servants, agents, insurers or reinsurers against all costs (including the costs of investigating and defending any claims), expenses, claims, losses, liabilities, orders, awards, fines, proceedings and judgments of whatsoever nature howsoever assumed, incurred or suffered as a result of or in connection with any of the following:
- (a) any breach by the Customer of any of the warranties or undertakings given or obligations undertaken by the Customer under this Standard Trading Terms and Conditions;
 - (b) any cause arising from or with respect to the Goods for which the Company is not responsible for;
 - (c) any breach by the Customer of any of the provisions of Clause 3;
 - (d) the Company becoming liable to any other party (including, but without limitation, to any customs authority and any other authorities having legal jurisdiction over the Goods) and/or incurring additional costs by reason of the Company carrying out the Customer's instructions;

- (e) the Company incurring liability in excess of its liability under the provisions of this this Standard Trading Terms and Conditions regardless of whether such liability arises from, or in connection with a breach of contract, negligence or breach of duty by the Company, its agents, servants or sub-contractors.

8. **LIEN**

The Company shall have a general lien on all goods and documents relating to goods in its possession, custody or control for all sums due at any time from the Customer or Owner and shall be entitled to retain such goods and documents against payment of the freightage expenses and other such sums due to him for the transportation.

9. **FORCE MAJEURE**

9.1 Neither party shall be deemed to be in breach of this Standard Trading Terms and Conditions or otherwise liable to the other party for damages (including but not limited to loss, damage or delay to goods) or otherwise for any failure, partial failure or delay in performing any of its duties or obligations under this Standard Trading Terms and Conditions (other than breach of an obligation to make payment of any sum due under this Standard Trading Terms and Conditions) to the extent such failure is due to Force Majeure. If a party's performance of its obligations under this Standard Trading Terms and Conditions is affected by Force Majeure, the date for performance of such obligation shall be deemed suspended for a period equal to the delay caused by such Force Majeure and the affected party shall resume prompt performance as soon as such Force Majeure (including a reasonable start-up period) shall have ceased. The provisions hereof shall not apply to payment of monetary amounts due or owing by either party to the other.

9.2 The party affected by Force Majeure shall use commercially reasonable efforts to give notice to the other party, specifying the nature and extent of the Force Majeure as soon as reasonably practicable after becoming aware of the Force Majeure.

9.3 Both parties will use all reasonable endeavors to mitigate the effects of Force Majeure on the performance of this Standard Trading Terms and Condition

9.4 If, by reason of a Force Majeure, the Company can only fulfil its obligations by incurring additional costs, then such reasonable and agreed additional costs shall be borne by Customer.

10. **COMPLIANCE**

10.1 Each party shall act in accordance with its own Code of Conduct and comply with the data protection regulations in its country of operation, failing which the Customer shall evidence it is compliant with the principles contained in the Rail Direct L.LC Code of Conduct, which can be provided on request.

10.2 Each Party represents that it has not made, and agrees that it shall not make, any payment (including facilitation payments) or transfer anything of value, directly or indirectly, if such payments or transfers have or would violate the laws of the country in which it was made or any other laws applicable to the Parties, including, but not limited to the law of the United Arab Emirates;

- (a) to any government official or political party; or
- (b) to any other person or entity,

It is the intent of the parties that no payments (including facilitation payments) or transfers of value shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in, extortion, kickbacks, or other unlawful or improper means of obtaining business or approvals.

11. **LAW AND JURISDICTION**

These Conditions and any act or contract to which they apply shall be governed by the laws of the Emirate of Abu Dhabi and the applicable federal laws of the United Arab Emirates, and any dispute arising out of any act or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of the Emirate of Abu Dhabi courts. In the event of any such dispute, the parties may instead agree to settle their dispute, concerning these Standard Trading Terms and Conditions, by arbitration in accordance with the provisions set forth under the ICC Arbitration Rules (the **Rules**), by three arbitrators appointed in compliance with the Rules. The language of arbitration shall be English and the seat shall be the Abu Dhabi Global Market (ADGM), Abu Dhabi, UAE.