

TRADING TERMS AND CONDITIONS

PART I. GENERAL PROVISIONS

1. APPLICABILITY

1. These terms apply to all Freight Forwarding Services undertaken (in whatever name) by Globalink Logistics DWC-LLC residing at 107&108, Building A5, Business Park, Dubai World Center, Dubai, UAE P.O. Box 712343, Globalink Logistics Group SIA (Latvia), KLN Globalink Logistics (Russia) Limited and any of their respective subsidiaries and affiliated companies.

2. DEFINITIONS

2.1 Freight Forwarding Services means services of any kind and whether physical, advisory or otherwise relating to the carriage, consolidation, storage, handling, packing or distribution of Goods as well as all ancillary and advisory services in connection therewith, including but not limited to selecting any performing third parties or the route and method of work, customs and fiscal matters, declaring Goods for official purposes, procuring insurance and collecting or procuring payment or documents relating to Goods.

2.2 Globalink means Globalink Logistics DWC-LLC, Globalink Logistics Group SIA (Latvia), KLN Globalink Logistics (Russia) Limited and any of their respective subsidiaries and affiliated companies.

2.3 Customer means any person having rights or obligations under a contract of or for Freight Forwarding Services concluded with Globalink or as a result of any work in connection with such services or any person have some proprietary or possessory interest in Goods relating to any such contract.

2.4 Goods means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by Globalink.

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

2.6. in writing includes email and any message or recording by electronic means.

2.7. Valuables means bullion, coins, money, negotiable instruments, precious stones, jewellery, antiques, pictures, works of art and similar properties.

2.8. Dangerous Goods means Goods which are officially classified as hazardous as well as Goods which are or may become of a dangerous, inflammable, radioactive noxious or damaging nature.

3. ACTIONS IN TORT ETC

3. These terms apply to all claims against Globalink whether the claim is founded in contract, bailment, tort or otherwise.

4. LIABILITY OF EMPLOYEES AND OTHER PERSONS

4. These terms apply whenever any claim (whether founded in contract, bailment or tort) is made against an employee, agent, sub-agent, contractor, sub-contractor or other person engaged in the performance of the Freight Forwarding Services and the aggregate liability of Globalink and such servants, agents or other persons shall not exceed the limit applicable to the service concerned under these terms.

5. INSURANCE

5. No cargo or other insurance will be effected by Globalink, except upon express instructions given in writing by the Customer. All insurances effected are subject to the usual exceptions and conditions of the policies of the insurers underwriting the risk. Unless otherwise agreed in writing Globalink shall in any event be under no obligation to effect a separate insurance on each consignment, but may declare it on any open or general policy held by Globalink.

6. AGENT FOR THE CUSTOMER OR PRINCIPAL CONTRACTOR

6.1 Where the whole or any part of the Freight Forwarding Services is performed or is to be performed by third parties (such as, but not limited to, carriers, warehousemen, stevedores, port authorities, and other freight forwarders and technical and advisory consultants) Globalink contracts

with the Customer solely as its agent to arrange that whole or part of the Freight Forwarding Services unless Globalink issues to the Customer its own transport, storage or other document evidencing assumption by it of the role of the contrary role of principal contractor in that respect.

6.2 Otherwise Globalink contracts with the Customer as a principal contractor.

7. METHOD OF WORK ETC

7. Globalink has full liberty, whether contracting as principal contractor or otherwise, to choose and/or substitute the means, route, parties, terms and procedure (including without limitation the handling, stowage below or above deck, storage and transportation of the Goods) to be employed in all matters concerning the performance of the Freight Forwarding Services and to sub-contract or delegate, as the case may be, the whole or any part of the Freight Forwarding Services on any terms.

8. RETENTION OF COMMISSIONS ETC

8. Globalink is authorized and is entitled to retain and be paid all payments customarily paid to, or retained by, Globalink.

9. NO SET-OFF

9. All monies due to Globalink shall be paid without any abatement, reduction, deferment, set-off or counterclaim.

10. HINDRANCES ETC

10.1 If at any time Globalink's performance of the Freight Forwarding Services (whether as principal contractor or otherwise) is, or is likely to be, affected by any hindrance or risk of any kind (including the condition of the Goods) not arising from any fault or neglect of Globalink, and which cannot be avoided by the exercise of reasonable endeavours, Globalink may abandon the carriage or other relevant freight forwarding services in respect of the Goods and, where reasonably possible, make the Goods or any part of them available to the Customer at a place which Globalink may deem safe and convenient; whereupon delivery shall be deemed to have been made and the responsibility of Globalink in respect of such Goods shall cease.

10.2 In any event, Globalink shall be entitled to the agreed remuneration under the contract and the Customer shall bear and pay any additional costs resulting from the above-mentioned circumstances.

11. LIEN

11.1 Globalink has a lien on all goods and documents in its possession, control or custody for all amounts due by the Customer to Globalink on any account. Any storage or other charges shall continue to accrue on any goods which are detained under lien.

11.2 On giving at least 14 days (or in the case of perishable goods such shorter period as is reasonably practical in all the circumstances) notice in writing to the Customer Globalink has liberty to sell or otherwise dispose of all goods or documents on which it has a lien as agent for, and at the expense of, the Customer and to apply the proceeds in or towards the payment of any sums due from the Customer.

12. FAILURE TO TAKE TIMELY DELIVERY

12. If the Customer neglects to take delivery of the Goods at the appointed time and place, Globalink has liberty to store the Goods at the Customer's sole risk and expense.

13. FREIGHT COLLECT AND DELIVERY INSTRUCTIONS ETC

13.1 Any instructions in regard to the delivery or release of goods or documents are accepted by Globalink as agent only for the Customer where Globalink engages third parties to fulfill such instructions notwithstanding that Globalink may otherwise act in the transaction as principal contractor in whole or part.

13.2 The Customer shall in any event remain responsible for any freight, dues, duties, charges or other such expenses notwithstanding acceptance by Globalink (which acceptance must in any case be in writing) of instructions from the Customer to collect such sums from the consignee or any other person.

14. BRIBERY AND CORRUPTION

14. Globalink and the Customer shall each comply at all times with all applicable anti-corruption legislation and have procedures in place that are, to the best of its knowledge and belief, designed to prevent the commission of any offence under such legislation by any member of its organisation or by any person providing services for it or on its behalf; and make and keep books, records, and accounts which in reasonable detail accurately and fairly reflect all transactions undertaken.

PART II. GLOBALINK'S OBLIGATIONS

15. WHEN ACTING OTHER THAN AS A PRINCIPAL

15. Globalink's responsibility is limited to the exercise to of due diligence in selecting and instructing any third parties used in connection with the Freight Forwarding Services.

16. WHEN ACTING AS A PRINCIPAL

16. Globalink shall, subject to the other terms herein, be responsible for the acts and omissions of third parties it has engaged for the performance of the Freight Forwarding Services in the same manner as if such acts and omissions were its own but its rights, duties and liabilities shall be subject to the provisions of any mandatory law, including any mandatory convention carriage regime, applicable to the mode of transport or service concerned.

17. EXCLUSION OF LIABILITY FOR VALUABLES, DANGEROUS GOODS, AND LOSS OF PROFIT ETC

Globalink shall not in any event and in any circumstances and whether acting as principal contractor or otherwise be liable for;

17.1. Loss of or in connection with Valuables or Dangerous Goods unless declared to Globalink at the time of the conclusion of the contract,

17.2 Loss of profit and loss of market of whatever class of remoteness and whether or not direct or indirect loss.

17.3 Any loss of whatever type of an indirect or consequential nature.

18. GENERAL LIABILITY EXEMPTION

18.1. Except insofar as otherwise provided by these Conditions, Globalink shall not be liable for any loss or damage whatsoever arising from:

- i) the act or omission of the Customer or Owner or any person acting on their behalf,
- ii) compliance with the instructions given to Globalink by the Customer, Owner or any other person entitled to give them,
- iii) insufficiency of the packing or labelling of the Goods except where such service has been provided by Globalink,
- iv) handling, loading, stowage or unloading of the Goods by the Customer or Owner or any person acting on their behalf
- v) inherent vice of the Goods,
- vi) Force Majeure events
- vii) any cause which Globalink could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

18.2. Where under sub-clause 18.1 above Globalink is not under any liability for loss or damage caused by one or more of the causes, events or occurrences above, Globalink shall only be liable to the extent that the causes, events or occurrences for which he is liable under these Conditions have contributed to the loss or damage. The burden of proof that the loss or damage was due to one or

more of the causes, events or occurrences specified in sub-clause 18.1 above shall rest upon Globalink, save that when Globalink establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, events or occurrences specified in (iii) to (vi) of sub-clause 18.1, it shall be presumed that it was so caused. The Customer shall, however, be entitled to prove that the loss or damage was not in fact caused wholly or partly by one of the causes, events or occurrences listed under sub-clause 18.1.

18.3. Globalink shall not be liable for loss or damage to property other than the Goods themselves howsoever caused.

19. LIABILITY

19.1. Globalink's liability for any loss or damage to the Goods is regulated as follows:

19.1.1. If Globalink and Customer have signed a contract including but not limited to the terms and conditions as are customarily applicable to Freight Forwarding Services, then Globalink's liability shall be limited in accordance with the terms of such contract which shall prevail over these Trading Terms and Conditions to the extent of any inconsistency. These Trading Terms Conditions shall continue to apply only if relevant terms are not covered by such contract.

19.1.2. If Freight Forwarding Services are subject to regulations set out in the international transport conventions or statutory legislation, including but not limited to *the Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956 (CMR Convention)*, *Convention for the Unification of Certain Rules for International Carriage by Air of 1999 (Montreal Convention, 1999)*, *Convention for the Unification of certain rules relating to international carriage by air as of 1929 (Warsaw Convention, 1929)*, *Uniform Rules concerning the Contract for International Carriage of Goods by Rail (CIM convention)*, *Agreement on Through International Railway Transportation (AIRT/SMGS)*, *International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of 1924 and as amended in 1968 and 1979 (the Hague-Visby Rules)*, *Carriage of Goods by Sea Act of 1936 (COGSA, for carriage of goods by sea to or from the United States of America)*, then Globalink's liability shall be limited in accordance with the limits set out in such international conventions or statutory legislation.

19.1.3. If Freight Forwarding Services are not governed by any bespoke contract as per section 19.1.1 and/or international transport conventions or statutory legislation as per section 19.1.2 hereinabove, then Globalink's liability shall be limited to 2 SDR per kilogram of the gross weight of the Goods actually lost or damaged.

19.2. Globalink's liability arising out any claim for delay to the Goods shall be limited to the remuneration of Globalink relating to the service in respect of the Goods actually subject to delay.

19.3. Globalink's liability for any loss in respect of any other claim howsoever or whatsoever arising, shall be limited to 2 SDR per kilogram of the gross weight of the Goods actually the subject of claim, or US\$100,000 per occurrence, whichever is the lesser.

20. NOTICE OF CLAIMS

20. Any claim by the Customer against Globalink arising in respect of any Freight Forwarding Services shall be made in writing and notified to Globalink within 14 days of the date upon which the Customer became or should have become aware of any event or occurrence alleged to give rise to such claim. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred and extinguished except where the Customer can show that it was impossible for it to comply with this time limit and that it has made the claim as soon as it was reasonably possible for it to do so.

PART III. THE CUSTOMER'S OBLIGATIONS

21. INFORMATION AND INSTRUCTIONS ETC

21. The Customer warrants the accuracy, at the time the Goods were taken in charge by Globalink, of all particulars relating to the general nature of the Goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the Goods, as furnished by or on behalf of the Customer.

22. GENERAL DUTY OF INDEMNIFICATION

22.1 Except to the extent that Globalink is liable according to these terms, the Customer shall indemnify Globalink for all liability incurred in the performance of the Freight Forwarding Services including liabilities incurred by the Freight Forwarder, in case of unforeseen circumstances, where it acts in the best interest of the Customer.

22.2 The Customer shall indemnify Globalink in respect of any claims of a General Average nature which may be made on it and shall provide such security as may be required by Globalink in this connection.

PART IV. APPLICABLE LAW AND DISPUTES

23. ENGLISH LAW AND LONDON LMAA ARBITRATION

23. These terms and any business conducted thereunder shall be governed by and construed in accordance with the laws of England and all disputes arising under or in connection with the same shall be referred to arbitration in London conducted in accordance with one of the following London Maritime Arbitrators Association (LMAA) procedures applicable at the date of the commencement of the arbitration proceedings:

23.1 Where the amount claimed by the Claimants is less than US\$400,000.00, excluding interest, (or such other sum as the parties may agree and subject to paragraph (ii) below), the reference shall be to a tribunal of three arbitrators and the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure;

23.2 Where the amount claimed by the Claimants is less than US\$100,000.00, excluding interest (or such other sum as the parties may agree) the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure.

23.3 In any case where the LMAA procedures referred to above do not apply, the reference shall be to three arbitrators in accordance with the LMAA Terms current at the date of commencement of the arbitration proceedings.

PART V. ARBITRATION TIME BAR

24. Globalink shall in any event be discharged of all and any liability unless arbitration is commenced by the Customer within 9 months after the event or occurrence giving rise to the claim.

PART VI. FORCE-MAJEURE

25. The Parties shall be released from liability for full or partial failure to fulfil their obligations hereunder, and for the delayed fulfilment of obligations under this Contract, if such failure resulted from the acts of God (hereinafter referred to as the "Force Majeure").

26. The force majeure include: wars, social disorders, riots, civil commotions, strikes, lockouts, stoppage or restraint of labour from whatsoever cause, natural disasters including the storms, earthquakes, volcanic explosion, gales, mudslides, floods, fire, poor traffic- climatic conditions, widespread communicable diseases and viruses, ports, railways, airports and airlines closure, border closure, adoption of the legislative and normative legal acts by the national regulatory and administrative authorities of the countries to provide the respective cargo transportation which impede the fulfillment of the Contractual obligations by the Parties, delayed fulfillment of obligations by the contractors, if such delay was caused due to the circumstances above.

PART VII. SANCTIONS DISCLAIMER

27.1. The Parties acknowledge that in the event if Globalink perform Services related to or involving regions affected by military actions or international sanctions, including but not limited to Afghanistan, Russia, Belarus and Ukraine ("Affected Services"), insurance coverage is unavailable

for such Services. In consideration of the above the Customer shall waive, release and discharge Globalink, its directors, officers, employees, agents and affiliates from any and all liabilities and claims (including but not limited to insurance company subrogation claims) arising out of any loss or damage to goods, including shipments in transit or delay or failure of performance of any services in connection herewith.

27.2. The Customer warrants that there are no sanctions or restrictions imposed by any National Government or International Organization against the Customer and against Cargo. The Customer warrants that Cargo is not dual-use goods and not subject to any export, import or transit restrictions as stipulated by any national or international regulations. The Customer shall be liable for any direct and indirect damages incurred by Globalink and shall indemnify Globalink against any claims and litigations (including those of the third parties) caused by violation hereof by the Customer.

27.3. The Customer undertakes to reimburse all costs related to sending the cargo back in case of transportation not being carried out and cargo not delivered for any reason beyond Globalink control under the circumstances hereabove