

IMEX STANDARD TRADING CONDITIONS

1. Definitions

1.1. The following terms shall have the meaning as under:

IMEX	IMEX Shipping & Logistic LLC and its subsidiaries and affiliates, if any.
IMEX as agent	IMEX acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies. To avoid any doubts, as to all other services, IMEX acts as an independent contractor.
Customer	means any Person for whom, for whose benefit, or at whose request, IMEX directly or indirectly renders services, including all of the Person's agents, contractors, and/or other representatives, including shippers, importers, exporters, notify parties, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, holders and assignees of Transport Documents, Storage Documents or other commercial documents, and other similar parties. Customer shall give copies of these Terms and Conditions to all such Persons.
Dirham or AED	The official currency of the UAE.
Documentation	shall mean all information received directly or indirectly from Customer, whether in paper or electronic form
Government	means any applicable nation, state, province, district, country, municipality, public corporation, or any court, tribunal, department, subdivision, agency or instrumentality of any of the foregoing.
IMDG Code	International Maritime Dangerous Goods Code.
Laws	means each present and future law, statute, code, rule, regulation, ordinance, rule of law, principle of law, order, decree, judgment, guidance, or the equivalent enacted, ratified, adopted, promulgated, or issued by an applicable government, and all international conventions or otherwise mandatorily applicable under the laws of UAE.
MSDS	means Material safety Date Sheet
NAFL	National Association of Freight and Logistics, Dubai, UAE.
Person	includes an individual, trust, estate, partnership, association, business or nonprofit organization, Governmental Unit, or other legal entity.
Storage Document	means a warehouse receipt, storage agreement, or other document evidencing the receipt of goods for storage, distribution or other handling.
Terms such as "liability" "obligation", and "responsibility"	include every duty to pay money, deliver value, provide services, perform an act, or refrain from performing an act.
Third Party	means each of the following, by whomever chosen or compensated: carrier, truckman, cartman, lighterman, forwarder, ocean transportation intermediary, ocean freight forwarder, non-vessel operating carrier, customs broker, agent, warehouseman, and each other Person to whom goods are entrusted for transportation, carriage, cartage, drayage, handling, delivery, storage, distribution, clearance, entry, or other service or activity.
Transport Document	means a bill of lading, waybill, forwarder's cargo receipt, contract of carriage, or other documents issued by IMEX evidencing the receipt of goods for carriage.
UAE	United Arab Emirates

1.2. Terms such as "includes" and "including" are not limiting. All references to documents include documents in paper or electronic form. The captions are for convenience only and are not part of these Terms and Conditions. These Terms and Conditions shall be construed without regard to any presumption or rule requiring that they be construed against the Person causing all or part of them to be drafted. If these Terms and Conditions conflict with the terms of a Transport Document or Storage Document issued by IMEX, the Transport Document or Storage Document controls. If any part of these Terms and Conditions is held invalid or unenforceable in a jurisdiction by a final, non-appealable judgement, the judgement does not affect the validity or enforceability of any other part of these Terms and Conditions in that jurisdiction or of any part of these Terms and Conditions in another jurisdiction.

2. IMEX' Role

- 2.1. IMEX acts as the direct agent of Customer in all cases, except to the extent IMEX acts as a carrier.
- 2.2. Unless IMEX otherwise agrees, IMEX has complete freedom in choosing the means, routes, and procedures to be followed in handling, transporting, loading, unloading, storing, clearing, entering, delivering, distributing, or otherwise dealing with the goods, and in choosing the third parties to perform these services. All such third parties shall be considered as the agents of Customer, therefore, Customer shall bear cost for their services, if were not expressly agreed by IMEX. Advice by IMEX to Customer that a particular Person has been selected to render services shall not be construed to mean that such Person will render such services or IMEX will bear the cost unless agreed in advance.

3. Quotations Not Binding

- 3.1. IMEX' Quotations are for informational purposes only, thus, must not be considered as an offer of a binding contract, therefore, they are subject to change without notice to the Customer, consequently, no quotation binds IMEX unless IMEX expressly agrees to handle or transport the goods at specific rates and payment terms.
- 3.2. The information provided in the quotation, such as pricing, services, and other details, are confidential and strictly for the benefit of the Customer addressed. Prior written consent from IMEX is needed to share the information with any Third Party.
- 3.3. This quotation is valid for 30 days, unless otherwise specified, and supersedes all previous rates, and correspondences and all agreements. IMEX reserves the right to change rate as mentioned in its sole discretion, in such an event, the customer will be notified accordingly.
- 3.4. IMEX reserves the right to choose the carrier unless informed by customer for the carrier restriction or to choose particular carrier due to custom clearance at particular terminal.
- 3.5. Fuel, Currency, Security / War Risk and other surcharges imposed by land, sea or air carriers which are rated at current levels are subject to change at the carrier's discretion.
- 3.6. The rates mentioned in the quotation are subject to:
 - 3.6.1. Destination Terminal Handling Charges (THC) and other local charges.
 - 3.6.2. Inspection fee, if required by any authority or at the load port due to random inspection and subsequent detention / demurrage charges as per official receipt,
 - 3.6.3. General Rate Increase (GRI) / Rate Restoration (RR) / Peak Season Surcharge (PSS) or any kind of sudden increase by carrier at the time of the booking.
- 3.7. All charges/expenses mentioned in Clause 3.6 above must be borne by the Customer in addition to the amount mentioned in the quotation.
- 3.8. Special equipment are subject to additional fee if re-positioning is required and/or if time is needed to arrange it from another location.
- 3.9. At the actual time of shipment, if the weight and dimensions / volume change and/or container size differ from what was submitted for the initial quote, then the actual charges at the time of shipment shall be borne by the Customer.

- 3.10. This quotation does not include insurance. Insurance is the liability of Shipper / Consignee/Customer, therefore, IMEX will not bear any kind of liabilities due to any reason whatsoever. Customer desiring insurance coverage for their cargo must obtain such insurance from outside agency. NAFL rules regarding Insurance is applicable to the Customer.
- 3.11. Quotation is subject to weight limitations and weight distribution requirements in accordance with the local and national rules and regulations of the country(ies) of transit.
- 3.12. Transit time mentioned is as per the information provided by carriers. IMEX is not responsible for any delay, however we assure that every effort is being done to deliver the cargo on time.
- 3.13. Rates mentioned in the quotation apply to general cargo only and do not apply to perishable, dangerous/hazardous and oversized cargo, unless explicitly mentioned in the quotation.

4. Customer's Obligations

- 4.1. Customer must:
- 4.1.1. Provide and disclose all documents and information required to handle, transport, load, unload, store, clear, enter, deliver, distribute, and otherwise deal with goods (including commercial invoices in proper form and number, other documents necessary or useful in the preparation of the customs entry, and such further information to enable IMEX to perform services, including the dutiable value, weights, measures, number of pieces, packages, cartons or containers, condition of the goods, classification, MSDS (if applicable), country of origin, genuineness of the goods and any mark or symbol associated with them, Customer's right to export, import and/or distribute the goods, and the admissibility of the goods, pursuant to Law, all in the languages of and as may be required by the Laws of the country of origin or of destination);
- 4.1.2. Immediately advise IMEX of any errors, discrepancies, incorrect statements, or omissions in any document or other information;
- 4.1.3. Review all documents, declarations, security filings, and other submissions prepared or filed with any Government or any other Person; and
- 4.1.4. maintain all records required under any applicable Law. Unless otherwise agreed, IMEX does not act as a "record -keeper" or "third-party record-keeper" for Customer, therefore, IMEX has no liability for any action taken or fines or penalties assessed by any Government because Customer fails to comply with any Law.
- 4.2. IMEX has no liability for increased duty, penalty, fine or expense, unless caused by the negligence or other fault of IMEX, in which case its liability is governed by the provisions of Clauses 7 and 8 below.
- 4.3. Customer represents, warrants and covenants the accuracy, sufficiency, and completeness of all documents and information furnished to IMEX by or for Customer. IMEX has no duty to inquire into the accuracy, sufficiency, or completeness of any documents or information and in no instance shall be charged with information that Customer fails to give in writing. IMEX may rely on all documents and information furnished to IMEX. If Customer fails to perform any obligation, IMEX may use its discretion in connection with the goods.
- 4.4. Customer represents, warrants and covenants that it is and will remain in compliance with all applicable Laws. Customer shall also comply with all applicable Laws of any country or other jurisdiction to, from, through, over or in which any goods may be carried, including all applicable Laws relating to the marking, packing, carriage, storage, clearance or delivery of the goods. Customer represents, warrants and covenants that the export jurisdiction and classification of all goods is correct and that it shall immediately notify IMEX in writing of any changes to such information.
- 4.5. Customer further represents, warrants and covenants that all goods are properly marked, addressed, and packaged to withstand ocean transport, air transport, and ground transport. IMEX is not liable to Customer for loss, damage, expense or delay due to the Customer's failure to comply with these Terms and Conditions. Customer shall indemnify and hold IMEX harmless against any and all claims, losses, or damages arising from the conduct of Customer or any

of its officers, directors, employees, agents, owners or other Persons working for or with Customer under these Terms and Conditions that constitutes a violation of the Customer's obligations, representations, warranties and covenants contained herein.

- 4.6. Where IMEX prepares and/or issues a Transport Document or Storage Document, IMEX has no obligation to specify thereon the number of pieces, packages and/or cartons etc. or the condition of the goods.

5. Shipment, Custom Clearance and Payment

- 5.1. Carrier reserves the right to stow cargo in the best interest of the vessel and in compliance with local, national and international rules, regulations, and conventions.
- 5.2. On deck shipments at shipper's risk.
- 5.3. The consignee shall arrange a float advance amount to IMEX towards customs duty/port charges in order to avoid unnecessary delays during the customs clearance process.
- 5.4. All freight charges as well as surcharges are payable immediately upon receipt of our freight invoice without any deduction. Customs duties and other official government charges which are payable to port of entry & authorities have to be paid in advance. IMEX reserves the right that all business is transacted CASH AGAINST DOCUMENTS, if not negotiated and agreed otherwise in a separate written form. Contact your IMEX Ocean Logistics representative for a Credit Application Form. The signature of such form has to be certified by the applicable and accepted chamber of commerce & industry by IMEX. Any container detention, truck waiting, damage, cleaning charges, if any, will be debited separately as per outlay.
- 5.5. Any additional costs, fines etc. caused by the importer and/or exporter or his suppliers such as detention charges, claims due to damaged containers, storage charges in the port etc. have to be paid immediately by the customer.
- 5.6. All charges must be paid by Customer in advance unless IMEX agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by IMEX. IMEX may in its sole discretion extend credit to Customer. The amount and terms of credit are subject to IMEX' periodic review. IMEX may in its sole discretion increase, decrease, suspend or revoke credit at any time for any reason and without advance notice. Except to the extent IMEX otherwise agrees, IMEX has no obligation to make or incur any expense, guarantee or advance for any purpose.
- 5.7. The compensation of IMEX for its services and advances shall be included with and is in addition to the rates and charges of all third parties to handle, transport, load, unload, store, clear, enter, deliver, distribute or otherwise deal with the goods, and shall be exclusive of any brokerage, commissions, dividends or other revenue received by IMEX from insurers or other Persons. Customer shall pay all costs, expenses and fees (including reasonable attorneys' fees) incurred by IMEX in connection with (a) the enforcement of payment or performance of any indebtedness or obligation of Customer (including by any action or participation in, or in connection with, a bankruptcy or insolvency proceeding, wherever pending) or (b) any dispute between IMEX and Customer or any other Person. All amounts owed to IMEX must be paid in the lawful currency specified in IMEX' invoices in immediately available funds, without abatement, counterclaim, set-off, recoupment, and free and clear of, and without any deduction or withholding for, any taxes, duties, confiscation, detention, or other matters. If any amount is not paid when due, it shall accrue interest until paid at one and one-half percent (1.5%) per month.
- #### **6. Insurance**
- 6.1. Unless IMEX otherwise agrees, IMEX has no obligation to procure insurance. In the event, IMEX agrees to procure insurance, IMEX reserves the right to select the insurance companies and underwriters. The insured shall have recourse against the insurer only and not against IMEX. Customer is responsible for all insurance premiums and for IMEX' charges to arrange for insurance.
- #### **7. Limitation of Liability for Loss due to Theft, Damage due to mis-handling, or Delay to due staff error**
- 7.1. IMEX has no obligations other than those mentioned in these Terms and Conditions or in any Transport Document or Storage Document issued by IMEX. Except as specifically set forth in these Terms and Conditions,

IMEX makes no express or implied warranties in connection with its services.

- 7.2. In the absence of proven negligence or other fault by IMEX while the goods are in the physical custody of IMEX, IMEX has no liability whatsoever for any loss, damage, expense or delay.
- 7.3. IMEX shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:
 - 7.3.1. strike, lock-out, stoppage or restraint of labour, fire, acts of God, the consequences of which IMEX is unable to avoid by the exercise of reasonable diligence.
 - 7.3.2. any cause or event which IMEX is unable to avoid and the consequences whereof IMEX is unable to prevent by the exercise of reasonable diligence.
- 7.4. Subject to the further limitations of liability in Clauses 7.5 and 7.7 below, IMEX' liability for any loss, damage, expense or delay resulting from the proven negligence or other fault of IMEX is limited as follows:
 - 7.4.1. If the claim arises from IMEX' Customs brokerage services, the lesser of hundred Dirham (AED 100) per bill of entry or the amount of brokerage fees paid to IMEX for the entry;
 - 7.4.2. In the case of claims for loss or damage to goods: -
 - 7.4.2.1. a sum at the rate of Dirhams 7 (seven) per kilo of gross weight of any goods lost or damaged, subject to a maximum limit of Dirhams 10,000 (Ten Thousand)
 - 7.4.3. If clauses 7.4.1 and 7.4.2. do not apply, the lesser of 100 Dirham (AED 100) per shipment or the commercial invoice value of the shipment whichever is lesser.
- 7.5. For the purposes of Clause 7.4, the value of the goods shall be their value when they were or should have been shipped not the value when they were purchased. It is the duty of the Customer to prove such value.
- 7.6. Customer acknowledges that IMEX and third parties to whom goods are entrusted limit their liability for loss, damage, expense, or delay. Customer may obtain an increase in the liability of IMEX above the limits set forth in Clause 7.4 above if IMEX agrees to the request before it renders any services and the agreement sets forth the limit of IMEX' liability and the additional compensation received or paid for the added liability. The Customer agrees and understands that any valuation that Customer places on the goods shall be considered for export or customs purposes only.
- 7.7. As a further limitation on IMEX' liability, Customer agrees that the maximum aggregate of IMEX' liability to Customer for any charges, claims, damages, liabilities, judgements, costs, expenses, payments or losses of any kind during any calendar year that are not already limited by other provisions of this Clause 7, whether or not the same arise out of or relate to services performed by IMEX, shall be no more than the lesser of the following:
 - 7.7.1. Dirhams 10,000 (Ten Thousand)
 - 7.7.2. actual, direct damages;
 - 7.7.3. the aggregate service charges paid by customer to IMEX during the same period.
- 7.8. As a further limitation on IMEX' liability, Customer agrees that IMEX shall in no event be liable for any indirect, incidental, consequential, punitive, statutory or special damages, including lost profits, income or opportunity even if IMEX is on notice of the possibility of any such damages or for the acts or omissions of any other person and however arising, including for breach of contract, tort, negligence, willful or intentional acts or omissions.
- 7.9. The limitations and exclusions in this Clause 7 apply even if they cause any remedy otherwise available to fail of its essential purpose and without regard to IMEX' performance of failure or delay of performance.
- 7.10. Customer hereby waives all rights and remedies under the Carmack Amendment.
- 7.11. Goods may be entrusted to third parties subject to all conditions as to limitations of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions appearing in Transport Documents, Storage Documents, receipts, tariffs, or other documents issued by such Persons.

IMEX has no additional liability for any loss, damage, expense, or delay caused by the acts or omissions of third parties.

8. Limitation of Actions

- 8.1. With respect to any act or omission by IMEX, Customer must present to IMEX at IMEX office:
 - 8.1.1. a preliminary notice of claim within fourteen (14) days after the loss or incident giving rise to the claim and
 - 8.1.2. a formal written sworn proof of claim within sixty (60) days from the date of loss or incident giving rise to the claim. Failure to satisfy these requirements is a complete defense to any suit or action by Customer, to the extent applicable Law does not mandatorily provide otherwise.
- 8.2. As an additional requirement, any suit to recover on a claim against IMEX must be commenced within one (1) year after the date of delivery or release of the goods, the date when the goods should have been delivered or released, or the date when any other loss, damage, expense, or delay first arose.

9. Indemnification

- 9.1. Customer shall indemnify IMEX and hold IMEX harmless from and against all charges, claims, damages, liabilities, judgements, costs, expenses, payments or losses of any kind (including for purchase price, freight, storage, demurrage, detention, duties, taxes, fines, penalties, incidental, indirect, consequential or exemplary damages, and IMEX' litigation expenses and reasonable expenses, including attorneys' fees) arising from or related to any one or more of the following:
 - 9.1.1. any breach of any representation, warranty, covenant, agreement, undertaking, consent, or waiver by Customer;
 - 9.1.2. any failure of Customer to pay or perform when due its obligations to IMEX or to any other Person (including any Government, carrier, vendor, holder or assignee of any Transport Document, Storage Document, or other commercial document);
 - 9.1.3. any claims of a General Average nature which may be made on IMEX.
 - 9.1.4. Customer's violation of any Law or failure to disclose, correct, or complete any entry, export, security or other data or documents;
 - 9.1.5. any other claim by any such other Person, in each case, even if not due to any negligence or other fault of Customer or caused by the Goods provided by the Customer due to any reason whatsoever.
- 9.2. If any action, claim, suit or proceeding is brought against IMEX, IMEX shall give notice in writing to the Customer by mail to the address on file with IMEX. At Customer's expense IMEX may employ attorneys and other professionals of its own choice in connection with any indemnified matter.

10. Sale of Perishable Goods

- 10.1. Perishable goods or live animals for which Customer gives no instructions for disposition may be sold or otherwise disposed of without any notice to the Customer, owner, or consignee, and payment or tender of the net proceeds of any sale after deduction of charges is equivalent to delivery of the goods. If for any reason a shipment is refused or remains unclaimed at any place or is returned, the Customer must still pay IMEX for all charges and expenses in connection with the goods. Nothing obligates IMEX to forward, enter or clear the goods or arrange for their disposal.

11. General Lien on any Property

- 11.1. IMEX has a general lien on any and all property (and documents relating thereto) now or hereafter in IMEX' possession, custody or control or en route as security for all existing and future indebtedness and obligations of Customer to IMEX. This lien is in addition to any other rights and remedies IMEX may have under other agreements or applicable Law and shall survive delivery or release of any property. IMEX has the right to withhold delivery or release of any property if Customer is in breach of any indebtedness or obligation to IMEX, even if not related to such property.
- 11.2. If any such indebtedness or obligation is unsatisfied, IMEX may, and without the need to obtain any judgement or decree from the court or tribunal, and in addition to all other rights and remedies under other agreements and/or applicable Law, exercise all of the rights of lien by selling the goods on any price to recover its dues. Any notice required to be given of a sale or other disposition made at least seven (7) days before a proposed action constitutes fair and

reasonable notice. Any surplus from the sale or other disposition, after deduction for all sums owed to IMEX, shall be transmitted to Customer, and Customer shall be liable for any deficiency.

- 11.3. In connection with warehouse services provided by IMEX, IMEX shall have a general warehouse lien for all lawful charges for storage and preservation of goods; also for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing cooperating, and other charges and expenses in relation to such goods, and for the balance on any other accounts that may be due. IMEX has the right of a general warehouse lien for all such charges, advances and expenses with respect to any other goods stored by Customer in any other facility owned or operated by IMEX.

12. Intellectual Property

- 12.1. IMEX' intellectual property provided, demonstrated or used in connection with any services, including databases, software, web pages, programs, processes and procedures, reports, manuals, presentations, patents, trademarks, copyrights, trade secrets, service marks, know-how and any other similar rights or intangible assets recognized under applicable Law (all of the foregoing, including source codes and similar information, "Intellectual Property"), was developed and maintained at great expense, is of great value to IMEX, is confidential and proprietary, and shall remain the sole and exclusive property of IMEX at all times. Without IMEX' prior written consent, Customer shall neither directly nor indirectly attempt to or actually disclose, use, re-create, duplicate, decode, alter, change, disassemble, decompile, or reverse engineer any Intellectual Property. Customer acknowledges and agrees that a violation of any of the foregoing shall cause irreparable harm to IMEX.

13. Data Privacy

- 13.1. Customer represents, warrants and covenants that it complies with all applicable privacy and data protection Laws with respect to information ("Customer Data") about contacts or clients of Customer or about other Persons that Customer provides to IMEX to enable IMEX to perform services. With respect to Customer Data, Customer acts as a "data controller" or similar term under applicable Law. Customer further represents, warrants and covenants that it has obtained the proper consent from all data subjects to the disclosure and transfer of Customer Data to IMEX. In providing services to Customer, IMEX may be required to share Customer Data with Governmental Units and may process Customer Data and thus act as a "data processor" or similar term under applicable Law with respect to such data and will process Customer Data in accordance with lawful instructions from Customer. IMEX may use Customer Data as part of its Customer account opening, general administration process (e.g., in order to carry out compliance, financial checks, invoicing, or debt recovery), and otherwise in performing services. The information may be transferred to or accessible from IMEX' offices around the world.

14. Force Majeure

- 14.1. IMEX is not liable for loss, damage, expense, delay, or nonperformance resulting in whole or in part from circumstances beyond the control of IMEX, including but not limited to acts of God, including flood, fire, earthquake, storm, hurricane, power failure or other natural disaster, war, hijacking, robbery, theft or terrorist activities, incidents or deteriorations to means of transportation, embargoes, civil commotions or riots, defects, nature or inherent vice of the goods, acts, breaches of contract, or omissions by Customer or any other Person who may have an interest in the goods, unavailability of proper means of transportation or ships, acts by any Government, including denial or cancellation of any import, export or other necessary license, strikes, lockouts, slowdowns or other labor conflicts.

15. Severability

- 15.1. In the event any Clause (s) and / or portion (s) hereof is found to be invalid and / or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

16. Miscellaneous

- 16.1. These Terms and Conditions shall be governed by and construed according to the Laws of Dubai, UAE, without regard to conflict of law principles. Customer irrevocably consents to non-exclusive jurisdiction and venue for all proceedings related to disputes involving Customer and IMEX in Dubai Courts. Customer irrevocably consents to the commencement and transfer of all proceedings to such courts. Customer also irrevocably consents to the commencement and to the transfer of venue in any action to any other venue in which IMEX is party

to an action brought by itself or another Person. Customer waives all defenses based on inconvenience of forum in all actions commenced in or transferred to the venues agreed to above.

- 16.2. In the event Customer want to store the Goods in IMEX warehouses / open yard or in other place or IMEX has to store the goods in any warehouse/open yard or in other place whether operated by IMEX or not, in such an event, **IMEX WAREHOUSING TERMS AND CONDITIONS** shall be applicable. In the event of conflict, this Terms and conditions will prevail.

- 16.3. The incorporation of these Terms and Conditions for transportation, shipment or warehousing into any agreement between customer and IMEX, or the act of tendering goods for transportation or storage or other services by IMEX shall constitute acceptance by the Customer of the Terms and Conditions set forth herein.

- 16.4. Notwithstanding any course of dealing, course of conduct, course of performance, or usage of trade, (a) whenever reference is made to the IMEX' agreement, acceptance, approval or consent, even if not specifically so stated such agreement, acceptance, approval or consent is not effective unless in writing and signed by a duly authorized officer of IMEX, (b) neither failure nor delay by IMEX to exercise any right, remedy, power, or privilege operates as a waiver, (c) no single or partial exercise of any right, remedy, power, or privilege by IMEX precludes any other or further exercise thereof or the exercise of that or any other right, remedy, power, or privilege, (d) no amendment, modification, rescission, waiver or release of all or part of these Terms and Conditions, any Transport Document, or any Storage Document is effective without the IMEX' specific prior written approval. IMEX may from time to time change these Terms and Conditions. The applicable Terms and Conditions can be found on IMEX' website, www.imexshipping.com, are effective fifteen (15) days after such publication and may differ from the pre-printed terms. In the event of a conflict between these Terms and Conditions and the updated version on IMEX' website in effect on the date that IMEX commences services, the updated version controls.

- 16.5. Unless requested by the customer in writing and agreed to by IMEX in writing, IMEX shall be under no obligation to undertake any pre – or post Customs release action, including, but not limited to, obtaining binding rules, advising of liquidations, filing of petition (s) and / or protests, etc.

17. WAREHOUSING TERMS & CONDITIONS

- 17.1. LCL cargoes have to be cleared within 90 days from date of arrival. If not, IMEX reserve full rights to export the LCL cargo back to the POL (Port of loading). Relevant costs pertaining to this (storage, re-export formalities, etc) to be on account of the booking party, that is relevant agent at Port of Loading.

- 17.2. **Cargo Insurance:** It will be responsibility of CUSTOMER/SHIPPER/ CONSIGNEE to insure their cargo which will be stored at IMEX Warehouse/ Facility. IMEX won't be responsible for any liability / consequences.

- 17.3. **VAT on Invoices:** In pursuant to the federal decree law no. 8 of 2017, and its executive regulations issued by the United Arab Emirates Federal authorities on the Value Added Tax (VAT), the VAT will be applicable as of 1st January 2018 at the applicable levels. Any such VAT applicable shall be collected by IMEX SHIPPING & LOGISTICS LLC BRANCH effective any work carried from 1st Jan 2018. All prices unless specifically mentioned otherwise, are exclusive of VAT and this becomes mandatory applicable as per Federal Tax Authority and all the invoices raised by IMEX SHIPPING & LOGISTICS LLC BRANCH will be provided with detailed VAT amount. The VAT forms an integral part of the prices and are to be paid by the customer/agent to IMEX SHIPPING & LOGISTICS LLC BRANCH as per the invoices.