

*Affiliate of Manuport Logistics NV*

## GENERAL CONDITIONS OF BUSINESS (“CGN”)

**MANUPORT LOGISTICS DO BRASIL LTDA.**  
**CNPJ (Corporate Taxpayer Identification): 07.696.753/0001-22**

All services provided are based on the FIATA Model Rules, most current version, unless otherwise agreed with the contracting party. The Hague Conventions with their modifications, the Warsaw Convention as amended by the Montreal Protocol and any subsequent ones that may occur, and the conditions provided for in the Bill of Lading of each operation shall apply. These General Conditions apply to shipments whose operation is covered or not covered by the Standard Shipping Bill of Lading **MANUPORT LOGISTICS DO BRASIL LTDA. (“CONTRACTOR”)**, being applicable also to simple deconsolidation operations, covered by Third Party Bill of Lading (Foreign Consolidators/NVOCCs).

All services provided by **CONTRACTOR** are based on the Model<sup>1</sup> FIATA<sup>2</sup> Rules and the Bill of Lading issued for each operation or business.

The conditions hereunder are complementary to the Bill of Lading and other transport documents covering the agreed services, including commercial proposals, but in case of any conflict between these “CGN” and other rules, these “CGN” will prevail.

### ARTICLE ONE: DEFINITIONS

- a) “Bill of Lading”, as used in this document, includes conventional Bill of Lading, as well as electronic and express invoices, Airway Bills of Lading (AWB) and all similar documents, regardless of modal contracted.
- b) “Transportation” means all operations and services operated by the **CONTRACTOR** in respect of such goods.
- c) “Rates” means freight, dead freight, demurrage, detention, THC (wharfage) and all expenses and pecuniary obligations paid by the MERCHANT.
- d) “Container” means the on-board equipment used for packing goods. It does constitute packaging, but transport equipment.
- e) “Goods” means the cargo or goods received from the shipper and described in the Bill of Lading as well as any recipient/container not provided by or on behalf of the carrier.
- f) “Trader/Merchant” (Merchant) is the contracting party for the services and comprises the shipper or consignor (Shipper), addressee, consignee, Bill of lading holder, owner of the goods, endorser of the Bill of Lading or the person who has the right to possession of the goods. They are jointly and severally liable for the obligations contracted upon contracting the **CONTRACTOR** services and of third parties contracted by it.
- g) “Carrier” means the shipowner, airline or land carrier (road, rail or pipeline). It is the Bill of Lading issuer (regardless of the mode of transport) and its agents in the loading or unloading ports.
- k) “Vehicle” means the vessel, truck, aircraft or other means of transporting the goods.

<sup>1</sup>[http://www.fiata.com/uploads/media/Model\\_Rules\\_05.pdf](http://www.fiata.com/uploads/media/Model_Rules_05.pdf)

<sup>2</sup><http://www.fiata.com/>

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## **SECOND CLAUSE: RESPONSIBILITY OF THE MERCHANT / CONTRACTOR**

a) The description and information on the goods declared in the Bill of Lading are the responsibility of the MERCHANT/CONTRACTING PARTY, who will be responsible for any charges arising from inaccurate information or declarations, including customs fines and operational costs for the correction of such data (letter of correction fees and customs fines).

The **CONTRACTOR** is not responsible for the accuracy of any information that is inserted in the Bill of Lading at the request of the Merchant, such as: Letter of Credit, Import License, Commercial Contract, Invoice and/ or purchase order number, details of another contract of which **CONTRACTOR** is not part. The inclusion of such information is the total responsibility of the Merchant, who is subject to cover any indemnification to the **CONTRACTOR** consequent of inaccurate data in the Bill of Lading or Contract of Transportation. The Merchant acknowledges that **CONTRACTOR** is not aware of the value of the cargo.

b) The **MERCHANT** guarantees to have complied with all laws, regulations and requirements of the authorities involved in the international trade and transportation operation, and will pay all taxes, fees, fines, expenses and damages incurred or suffered as a result of any wrongdoing, inaccuracy or insufficiency information, marking, numbering, addressing or any other elements relating to the goods and the operation.

c) The **MERCHANT** shall also ensure that the goods are packaged and adequately stuffed to withstand the risks inherent in transport, taking into account their nature and in compliance with applicable laws, regulations and requirements (legal and technical).

d) Goods which are or may become dangerous, flammable, harmful or which are or may become liable to damage any property or to whomsoever shall be offered to the carrier for transportation with the express prior written consent of **CONTRACTOR** or the carrier. The container or other transport equipment used to package the goods must be correctly marked in order to indicate the nature and character of such articles, thus allowing the immediate identification of their contents. If the goods are delivered for transportation without written authorization or without proper markings, or, in the opinion of the carrier (shipowner, airline, land carrier, other) or the **CONTRACTOR**, the items are or may become dangerous, flammable or harmful, they may at any time be destroyed, disposed of, abandoned or rendered harmless, without compensation to the **MERCHANT** and without prejudice to what is due to the carrier or to the **CONTRACTOR**.

e) The **MERCHANT** shall be liable for any loss or damage of any nature, including, but not limited to, contamination, dirt, *detention* and *demurrage* before, during and after transportation of the goods, as well as damage to the vehicle and its equipment, containers and damage to interests of third parties.

f) The **MERCHANT** shall defend, indemnify and hold harmless the carrier and the **CONTRACTOR** against any loss, damage, claim, liability or expense of any nature arising out of any violation of either the Bill of Lading (or other transport document) and/or this "CGN", as well as in case of noncompliance with any legal obligation, or any cause related to the products, so that the carrier and the **CONTRACTOR** are not responsible. In the case of necessary corrections to the Bill of Lading or Cargo Bill, the merchant will be responsible for any fines that may arise as a result of them. In order to execute the requested changes, the carrier or the **CONTRACTOR** may request a letter of indemnity and a financial guarantee, such as a deposit. These guarantees are intended to protect the carrier and the **CONTRACTOR** against fines that may be imposed under Brazilian customs legislation.

g) The **MERCHANT** must contract Cargo Insurance with DDR clause to guarantee integral indemnity in case of losses or damages. The maximum indemnification to be paid by the **CONTRACTOR** in case of damage or loss of goods will be 02 (two) Special Withdrawal Rights (SDR) per kilogram of goods transported in the waterway and terrestrial modalities, and 17 (seventeen) air modal, always limited to 50,000 (fifty thousand) SDR per occurrence, according to FIATA rules. This rule must be strictly observed so that the interest of the cargo is duly insured throughout the execution of the services contracted. For this reason, the **MERCHANT** shall resolve any doubts in this regard before the beginning of the execution of the services provided by the **CONTRACTOR**.

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The **CONTRACTOR** shall not be liable to indemnify the MERCHANT for any loss of profit, pain or suffering, additional losses or damages, or also direct or indirect losses or consequential damages. The liability of the **CONTRACTOR** shall not exceed the limit fixed above and shall in no circumstances exceed the liability assumed by the shipping, aviation, railroad, trucking company or any other supplier involved in the transport.

In the case of air transport, the **CONTRACTOR** will not be responsible for obtaining special storage treatment (TC4 or another that replaces it), being only necessary to request it to the airline when requested by the merchant, but without responsibility for its effectiveness.

**DEAD FREIGHT:** In case of cancellation of the contract of transportation after the closing of the booking, even before *Clean Fixture*, the MERCHANT will be responsible for the full payment of the freight and local taxes.

### **CLAUSE THREE: APPLICABILITY**

These "CGNs" apply to all service contracts made directly by **CONTRACTOR** under contract to the **CONTRACTOR**, and act as supplementary rules to all transport documents relating to contracted operations and services.

### **CLAUSE FOUR: SERVICES PROVISION**

For the purposes and effects of these General Conditions, the **CONTRACTOR** will provide logistics services, freight forwarding and related activities for **MERCHANT**, which include, but are not limited to, intermediation and routing of air, sea and land cargo, through contracting third parties. The **CONTRACTOR** does not guarantee the delivery of the goods in specific terms, as they depend on contracted third parties, in the interest of the MERCHANT.

In the exercise of its activities, the **CONTRACTOR** may enter the Merchant system charges and surcharges that have not been stated in the Bill of Lading or negotiation with the customer, especially when it is necessary to adjust to the values charged by the maritime carrier (NVOCC).

### **CLAUSE FIVE: FREIGHT FORWARDER**

As the Freight Forwarder, the **CONTRACTOR** will act as third party services, always in the best interest of the **MERCHANT**, under the terms of Article 37, Decree-Law No. 37/66, or standard that replaces it. All subcontracted services are subject to special conditions that may be required by the parties involved. Therefore, contracted services may be canceled, deferred or changed without prior notice. The forced use of operational alternatives and standards for compliance with obligations on the same routes requested or the forced use of different routes and standards may imply additional costs to be borne by the MERCHANT. In the case of debts levied against the **CONTRACTOR** by the maritime carrier or other subcontractor, the **CONTRACTOR** shall have a right of redress against the MERCHANT, who shall join the action and assume responsibility for the damages or expenses charged.

**CARGO DESTINATION:** At the request of the merchant, the **CONTRACTOR** may request the destination of cargo to port or warehouse selected by it. However, the **CONTRACTOR** will not be responsible for any impediment in carrying out such a procedure, including with regard to the TC4 request. Therefore, any extraordinary costs of removal, storage and guard of cargo must be borne by the **MERCHANT**.

### **CLAUSE SIX: LIABILITY BEFORE THIRD PARTIES**

The **CONTRACTOR** is not liable for any changes in prices and conditions of transportation applied by third parties, such as airlines, shipping companies, or related to the TAG (General Surcharge Rate), STA (High Season Surcharge), SRG (War Risk Surcharge) nor any additional charges that may be required by third parties.

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The **CONTRACTOR** undertakes to inform and forward to the **MERCHANT** any changes that occur under such conditions or prices, as soon as possible. These provisions shall also apply to *Demurrage* and *Detention*, whose rates may be altered without prior notice.

## **CLAUSE SEVEN: VGM REQUIREMENT (GROSS WEIGHT VERIFIED)**

For purposes of compliance with the *SOLAS* (Safeguarding of Human Life at Sea) amendment of the International Maritime Organization, the **MERCHANT** shall provide information on the **GROSS WEIGHT VERIFIED** (tare weight, cargo, dunnage, among others) for shipment of good

The weighing information presented must be in accordance with the rules established by the International Maritime Organization and the **MERCHANT** declares to be aware that failure to comply with the imposed requirement, within the time limits established by the shipowners, may result in non-shipment of the goods.

The **MERCHANT** also declares to be aware that all expenses incurred by non-shipment of goods due to non-compliance with the requirement *VGM* (**GROSS WEIGHT VERIFIED**) shall be the responsibility of the **MERCHANT**, including detention, demurrage, storage, repackaging, handling and all others related to the permanence of the merchandise in the terminal for shipment.

## **CLAUSE EIGHT: DEMURRAGE**

### **(i) DEMURRAGE**

For the purposes of Demurrage, the **CONTRACTOR** grants to the **MERCHANT 07 (seven)** calendar days for Dry containers (standard, unrefrigerated loads), Box, High Cube, **07 (seven)** calendar days for Flat Rack and Open Top Containers and **07 (seven)** calendar days for refrigerated containers, for the use of containers free of incidence of demurrage, unless otherwise expressly agreed by the parties. In order to enjoy the free period of Demurrage (freetime) and use of the containers after their unloading, however, the **MERCHANT** must comply with the administrative procedures of the **CONTRACTOR**, delivering the Liability Agreement and providing a deposit corresponding to the value of the containers used by it to cover any damage to equipment and expenses related to them, such as demurrage, freight, taxes, etc. The collateral provided may be used to pay miscellaneous debts (amortization), such as freight, demurrage, reimbursement of damages and others in the name of the **MERCHANT**. However, they shall not exempt the **MERCHANT** from the full payment of debts.

Freetime starts as soon as the containers are unloaded at the port of landing (date of unloading). After the freetime, the **MERCHANT** will pay Demurrage (import) daily rates, according to the rates table below. This daily cost will be charged until the containers are returned to the carrier at the location indicated by the it.

Containers must be returned without damage, ready to be used immediately for transport. If the containers are lost or misguided, or if they are declared to be in total loss, or if they are not returned in appropriate conditions, the demurrage daily rates (*Demurrage* or *Detention*) will be charged until full indemnity is paid for the containers, or until appropriate repairs are carried out and approved by the carrier. In addition, the **MERCHANT** shall pay the *per diem* rate charged by the shipping carrier if the containers have been leased.

The table below represents the values due for *demurrage* (**table 7.1**), however, in case of rate increases, the updated tables will be applied immediately. If there is an agreement to the contrary, it will prevail, provided it is expressed and formalized by legal representative of the **CONTRACTOR**. If in doubt, our offices should be contacted for additional information.

**COUNTING OF THE FREE PERIOD AND INCIDENCE OF THE DAILY RATES TABLE: The free period count and the incidence of the daily rate table begin on the date of unloading the containers.** The **MERCHANT** is aware that depending on the number of free days agreed, the first day in Demurrage can be calculated already by the second phase of incidence of the Demurrage Table and this because the period of use without expenses is longer. The **MERCHANT** is also aware that any free period exceeding the terms mentioned in this clause are granted as a bonus for payment on the due date of invoices, and that in case of delay such benefit may be canceled, generating cancellation of invoices already issued and re-invoicing based on non-subsidized terms.

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**TABLE 8.1 – DEMURRAGE**

Type of Container	Standard Free Time	From 8th to 10th day for Dry/HC/FR/OT Containers or 4th to 6th day (for Reefer Containers)	From the 11th day on for Dry/HC/FR/OT Containers or From the 7th day onwards for Reefer
20' Dry	07 calendar days	USD 60.00 / per day	USD 75.00 / per day
40' Dry e High Cube	07 calendar days	USD 95.00 / per day	USD 145.00 / per day
20' Open Top ou Flat Rack	07 calendar days	USD 86.00 / per day	USD 110.00 / per day
40' Open Top ou Flat Rack	07 calendar days	USD 140.00 / per day	USD 198.00 / per day
20' Reefer	03 calendar days	USD 110.00 / per day	USD 200.00 / per day
40' Reefer	03 calendar days	USD 198.00 / per day	USD 295.00 / per day

## (ii) DETENTION

For the purposes of Detention (export demurrage), the **CONTRACTOR** grants to the **MERCHANT** 07 (seven) calendar days for Dry containers (standard, unrefrigerated loads), Box, High Cube, 07 (seven) calendar days for Flat Rack and Open Top Containers and 07 (seven) calendar days for refrigerated containers, for the use of containers free of incidence of demurrage, unless otherwise expressly agreed by the parties.

For the enjoyment of the free period of *Detention* and use of the containers in the period before embarkation of the goods, however, **MERCHANT** must comply with the administrative procedures of **CONTRACTOR**, providing a security corresponding to the value of the containers used by it. The securities lodged may be used to pay off debts, such as freight, Demurrage, Detention, compensation for damages and others in the name of the **MERCHANT**.

However, they shall not exempt the **MERCHANT** from the full payment of debts. Free time begins at the time the containers are taken from the warehouse/container terminal (Deposit). After the free time, the **MERCHANT** will pay Detention daily rates, according to the rates table below. This daily cost will be charged until the containers are delivered to the Port facility (gate in) for transportation. Cargo must be able to be immediately loaded, cleared.

If the goods are designated for shipment on another ship because they are not released or for any other reason attributable to the **MERCHANT**, the demurrage allowances will count until the goods are actually shipped on the next ship or, in case of cancellation or waiver of the shipment until the date on which the containers are returned to the carrier at the place indicated by the carrier.

In the case of containers being used in a different booking request, free time will not be reset and counting will always be considered from Deposit exit to the **MERCHANT**. Containers must be returned without damage, ready to be used immediately for transport. If the containers are lost or misguided, or if their total loss is declared, or if they are not returned in appropriate conditions, the demurrage daily rates will be charged until full indemnification is paid or until adequate repair is carried out and approved by the carrier, according to international standards applicable to these equipment. In addition, the **MERCHANT** shall pay the per diem rate charged by the shipping carrier if the containers have been leased. The table below represents the values due for Detention (table 7.2), however, in case of rate increases, the updated tables will be applied immediately. If there is an agreement to the contrary regarding the free period and/or rates, it will prevail, provided it is expressly and formally confirmed by the legal representative of the **CONTRACTOR**. If in doubt, our offices should be contacted for additional information.

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**TABLE 8.2 - DETENTION**

Type of Container	Standard Free Time	From 8th to 10th day for Dry/HC/FR/OT Containers or 4th to 6th day (for Reefer Containers)	From the 11th day on for Dry/HC/FR/OT Containers or From the 7th day onwards for Reefer
20' Dry	07 calendar days	USD 60.00 / per day	USD 75.00 / per day
40' Dry e High Cube	07 calendar days	USD 95.00 / per day	USD 145.00 / per day
20' Open Top ou Flat Rack	07 calendar days	USD 86.00 / per day	USD 110.00 / per day
40' Open Top ou Flat Rack	07 calendar days	USD 140.00 / per day	USD 198.00 / per day
20' Reefer	03 calendar days	USD 110.00 / per day	USD 200.00 / per day
40' Reefer	03 calendar days	USD 198.00 / per day	USD 295.00 / per day

**CLAUSE NINE: INDEMNIFICATION FOR LOSS / DAMAGE TO CONTAINER**

In case of total loss, theft, robbery, loss or any other causes, the **MERCHANT** undertakes to indemnify the **CONTRACTOR** for the residual value of the equipment, as required by its owner or lessee. It is expressly established that the counting of days at Demurrage (import) or Detention (export), as well as the collection of *per diem* rate (leased containers), will only cease with the effective payment of the indemnification due.

**CLAUSE TEN: DEFAULT**

Failure to pay any amount due to the **CONTRACTOR** shall result in the payment of 2% (two percent) as default, calculated on the amount duly corrected and plus 1% (one percent) interest per month, from date of default (maturity of the slip or debit note) until the effective and full payment date, and monetary correction by the IGPM/FGV index. In the event that debts need to be collected through third parties, in an Extrajudicial or Judicial procedure, an additional 10% (ten percent) will be due to these third parties as fees. The outstanding securities may be taken to protest and registered with credit protection agencies, regardless of prior notification, in view of the automatic late payment of securities. In case of delay in payment for a period exceeding ten (10) days, the **CONTRACTOR** shall have the right to immediately suspend the provision of services to the **MERCHANT**, as well as to suspend or refuse any other orders placed by the **MERCHANT**, cancel any special conditions of free time and rate. The amounts provided for in this Agreement may be demanded by means of an enforcement procedure, the contracting parties hereby acknowledging that such amounts may be determined by simple arithmetical calculation, this instrument being an extrajudicial enforceable instrument, pursuant to Article 784, of the Code of Civil Procedure.

**CLAUSE ELEVEN: PROVISION OF SECURITY**

The **MERCHANT** may be required to provide security for the use of containers after unloading at the port of destination and enjoyment of the freetime Demurrage that has been agreed between the parties, as well as in the case of changes in the cargo or unloading bill, or corrections/changes in the Merchant’s CE. In view of the fact that requests for alteration and/or correction of data before the SRFB may entail customs penalties (fines and administrative penalties), the **MERCHANT** undertakes to pay, on behalf of the **CONTRACTOR**, possible fines that may be applied against it, as well as to pay the fines and reimburse any expenses incurred by the **CONTRACTOR** and/or the shipowner/airline for the fines against them. In the case of fines, the payment must be made at the time of the tax entry, evidenced by the notice of infraction drawn up against the **CONTRACTOR** and/or the shipowner. As an alternative to the immediate payment, the **MERCHANT** may request the judicial discussion of the notice of infraction, for which it undertakes to bear legal costs and expenses, attorneys' fees and to make the judicial deposit of the full amount of the debt in order to suspend the enforceability of the tax.

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## **CLAUSE TWELVE: MEDIATOR**

As a *Freight Forwarder*, the **CONTRACTOR** will be liable to the limit of obligations assumed as mediating service agent and within agreed indemnification limits as provided in these CGNs. In case of damages to the loads, or other losses, such as misplacement, delays, etc., the **MERCHANT** shall seek indemnification directly against the actual carrier, exempting the **CONTRACTOR** from any responsibility.

## **CLAUSE THIRTEEN: RESPONSIBILITIES**

Any damage or loss of the goods caused by the shipowner, airline, land carrier, cargo terminal, or any other supplier involved in the logistic chain, will not be attributed to the **CONTRACTOR**. After the occurrence of damages, the **MERCHANT** must inform the guilty party and initiate the appropriate complaint procedure to the case. The **MERCHANT** shall keep the **CONTRACTOR** duly informed, always in writing.

## **CLAUSE FOURTEEN: FORTUITOUS EVENT AND/OR FORCE MAJEURE**

The **CONTRACTOR** shall not be liable for any loss or damage caused by circumstances beyond its control, such as, but not limited to, delays in the release of cargo, customs inspections, strikes, blockages, fortuitous or force majeure cases.

## **CLAUSE FIFTEEN: CONTRACTOR'S RESPONSIBILITY**

The **CONTRACTOR** will only be liable for acts or omissions strictly relevant to the performance of the agreed services, and it remains to be established that the **CONTRACTOR** acted with specific intent in the fulfillment of its obligations.

## **CLAUSE SIXTEEN: RESPONSIBILITIES OF THE MERCHANT**

The **MERCHANT** is solely responsible for any claim, complaint, fine, indemnities, costs or any other payment (including legal costs and attorney's fees) that may arise or occur due to breach or defect in the performance of the obligations assumed before the carrier and the **CONTRACTOR**. The **MERCHANT** is responsible for providing correct and accurate information about the loads, their nature and required care, as well as for their appropriate packaging and packages.

## **CLAUSE SEVENTEEN: ABANDONMENT OF GOODS**

If the **MERCHANT** does not withdraw its goods 90 days after unloading, or if the **MERCHANT** is subject to judicial or administrative proceedings that could potentially delay the return of containers, the **CONTRACTOR** shall be entitled to require the goods to be dismantled (unpacking) and return the containers immediately on behalf of the **MERCHANT**. The expenses incurred will always be the responsibility of the **MERCHANT**, especially regarding the storage and handling of cargoes. The present "CGNs", added to the Bill of Lading, will be recognized as proxy for the purposes of this clause.

## **CLAUSE EIGHTEEN: FORMAL NOTIFICATION**

In the event of any loss or damage which is assumed to have occurred during the period of performance of the services brokered by the **CONTRACTOR**, the **MERCHANT** shall give formal written notification at the time of delivery of the goods. In case of loss or damage that is not apparent, notification must be made within 10 (ten) calendar days after delivery, under penalty of decay of the right of complaint, under the applicable legislation. If the notification is not made within the legal deadline, the delivery will be *prima facie* proof of discharge and delivery in good order by the carrier and completion of the services of the **CONTRACTOR**. In any case, the **CONTRACTOR** shall be exempt from any liability of any kind if the proceeding is not opened within 1 (one) year after the unloading of the goods or the date on which the goods should have been unloaded.

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## **CLAUSE NINETEEN: SPECIAL CONDITIONS FOR BREAKBULK SHIPMENTS**

All quotations and/or proposals are subject to the following conditions:

- Subject to the availability of space and exits with the shipowner;
- Subject to availability of equipment;
- Subject to change according to the weight and final dimensions of the cargo;
- Subject to receipt of the cargo transport design;
- Subject to variations in port charges;
- Subject to obtaining special permits for land transport (when applicable);
- Subject to variations in fuel prices.

### **Ship replacement:**

The shipowner shall be free to transport the charterer's cargo to the unloading port through the ship originally named or possibly by another ship, or even another means of transport enabling it to comply with the delivery of the goods at the port of destination, of interruption of transport in a different place.

### **Transshipment:**

The shipowner is free to transship, to store the cargo on land or onboard, and then to transfer it to the port of unloading at its cost, but the risk remains on the **MERCHANT**.

### **Loading and unloading:**

a) The **MERCHANT** shall, at its cost and risk, arrange for the storage of the goods in the ports of origin and destination.

b) At loading, the **MERCHANT** shall make the cargo available at the ship's side at the rate required by the shipowner and shall not prevent the ship from receiving it as quickly as possible, including during off-hours. In the event of a failure to make the cargo available, the shipowner shall be exempt from the obligation to place it on board so that there is no loss to the other shippers and the ship may leave at any time without notice. In such a case, the **MERCHANT** will have to pay for the dead freight, overtime and other costs arising from this failure, including *Detention*, in the amount of USD 25,000.00 per day or per fraction, for the time of wait.

The coupling of the crane that will execute the hooking on must be provided by the **MERCHANT**.

c) At the unloading, the **MERCHANT** shall make available vehicles or other means of receiving the goods at the rate required by the shipowner and shall not prevent the ship from unloading it as quickly as possible, including during off-hours. If the **MERCHANT** or its representative does not provide the necessary means to receive the cargo at an optimum rate, it will be subject to *Detention* costs of USD 25,000.00 per day or per fraction, as well as labor overtime and other costs arising from this failure. In case of negligence in the receipt of the good, the shipowner has the contractual obligation duly fulfilled and can arrange the sale of the cargo by auction or privately.

The unloading of the cargo after hooking off must be provided by the **MERCHANT**.

d) The **MERCHANT** shall provide all necessary equipment for the loading and unloading of its goods, including, but not limited to spreader bars, lifting frames and saddles. These must be properly certified for use in this operation.



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e) Unless previously agreed, it is understood that the cargo is fully stackable, which may be stowed below or on other on-board cargo, and there is no restriction on forklift handling. The cargo may also be stowed on deck.

f) The **MERCHANT** ensures that the packaging of its product is suitable for the transport in question, as well as ensuring that it contains all the correct information (e.g. weight, lifting points and center of gravity), and will be liable if the inaccuracy in this information causes any harm to the personnel, the ship or the equipment.

g) The ship shall issue the NOR - Notice of Readiness at any time, day or night, on Saturdays, Sundays and holidays included. This notice will be valid when in port or not, being in berth or not, having clearance from the customs or not, having free pratique or not.

h) If the ship is unable to dock for any reason, including traffic, within 72 hours of its arrival at the port of loading, the shipowner has the option of sailing the ship and canceling the agreement; however, the Merchant shall remain liable for the payment of *Detention* in the amount of USD 25,000.00 per day or per fraction for the period between the arrival of the ship up to the time of the cancellation decision. If the shipping term is free on board or berth of the **MERCHANT**/ shipper (*shipper's/merchant's berth*), then the **MERCHANT** will also be liable for the payment of dead freight in its full amount.

(i) Detention shall also be payable in the amount of USD 25,000.00 per day or fraction thereof for any delay in loading or unloading, including time lost by traffic, swell, tide variation, vessel shifting), berth renaming at the request of the **MERCHANT** or a matter beyond the control of the **CONTRACTOR**, impossibility to leave the berth after loading or unloading, or any reason other than fault of the shipowner. The **MERCHANT** still remains liable for any extraordinary cost while the ship is at Detention.

j) If the ship is unable to unload the goods within 5 (five) days of arrival at the port of destination, the shipowner shall be free to divert to any other port nearby and to discharge the shipment, which shall be borne by the **MERCHANT**. In exercising this option, the shipowner will be in full compliance with the agreement.

## **Payment of freight, dead freight, costs, fees, expenses, penalties and fines.**

- a) Freight, whether already paid or not, must be considered in full due to loading of the material and will not be returned in any case. Unless otherwise agreed, freight or any other charge governed by this agreement shall be paid by the **MERCHANT** when requested by the shipowner. Any payment of interest by the shipowner due to the delay in payment will be transferred in full to the **MERCHANT**.
- b) The **MERCHANT** will be responsible for all costs and expenses with fumigation, stowing, loose cargo sorting and weighing on board, repairs, exchange of packaging, and any extra cargo handling. The **MERCHANT** shall be liable for any costs, expenses, losses and penalties resulting from non-fumigated, or contaminated, or infested timber (*dunnage*) which has been supplied by it, including transportation costs to another port, if necessary.
- c) The **MERCHANT** is responsible for the payment of any tax or duty on the cargo to be calculated according to the quantity thereof.
- d) The shipowner and the **CONTRACTOR** have the right of retention of the cargo (*lien*) as a guarantee if there are pending issues of any kind (freight, dead freight, *Detention*, *Demurrage*, etc.).

## **CLAUSE TWENTY: RECEIPT AND ACCEPTANCE**

The declared nullity of any of the clauses or conditions agreed upon shall not invalidate the present General Conditions, which shall remain valid and applicable in all other terms and conditions.

Any eventual acceptance by the **CONTRACTOR** of the non-fulfillment or different fulfillment of any clause or condition of these CGNs shall be interpreted as mere indulgence, without this implying renunciation, novation or pardon, being it possible that full compliance with the obligation may be required anytime.

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**CLAUSE TWENTY-FIRST: APPLICABLE LAW AND ELECTION FORUM**

These General Conditions and the services provided by the **CONTRACTOR** are governed by and construed in accordance with the laws of Brazil. In the event of any dispute between the **CONTRACTOR** and the **MERCHANT**, the parties hereby elect the District of São Paulo/SP, as the Jurisdiction Court and place of payment of the agreed obligations, renouncing any other however privileged it may be.

**CLAUSE TWENTY-TWO: CONFIDENTIALITY**

The **MERCHANT** acknowledges that all information exchanged with the **CONTRACTOR** regarding these General Conditions and the services contracted, especially the information regarding the special conditions, will be treated as confidential and in the most absolute secrecy. Any violation of this provision shall subject the **MERCHANT** to the payment of the damages caused to the **CONTRACTOR**.

São Paulo, December 26, 2016.

**MANUPORT LOGISTICS DO BRASIL LTDA.**