



STOLT FREIGHT

GENERAL TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

- (i) “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with Stolt Tank Containers B.V.; and “control” has the meaning given in Section 450 of the UK Corporation Tax Act 2010.
- (ii) “Charges” means freight, demurrage, fees, and any other amounts whatsoever due to Stolt under or in connection with the Contract.
- (iii) “Compulsory Legislation” means an international convention or national law which applies compulsorily to any element of the Services and which cannot be departed from.
- (iv) “Container” means any box container used to consolidate the Goods
- (v) “Contract” means the contract between Stolt and the Merchant for the Services, which is deemed concluded on the earliest of:
 - (a) when a booking summary or written confirmation of booking details is issued by or on behalf of Stolt (including by email) or
 - (b) when Stolt or a Performing Party begins moving the first of any Containers to be provided to the Merchant for the carriage of the Goods,
 - (c) if no Container is to be provided by Stolt or a Performing Party, when the Goods are received and accepted for the Services;and shall be comprised of: (1) the most recent booking summary or written confirmation; (2) the quote confirmation; (3) the Stolt Transport Document (when one is issued); (4) these Terms; and (5) the Tariff.

In case of a conflict between any of the aforementioned documents, they shall take precedence in the order they are listed.
- (vi) “Dangerous Goods” means Goods classified or otherwise regulated as dangerous goods (or hazardous materials) for transport under applicable transport regulations, including the International Maritime Dangerous Goods Code (“IMDG Code”), IATA DGR, ADR, ADN, and 49 CFR, as amended. For the avoidance of doubt, Dangerous Goods are a subset of Hazardous Goods.
- (vii) “Demurrage” means the demurrage charges payable by Merchant in respect of any Container supplied by or on behalf of Stolt, after the expiry of “Free Days” at the rate shown on Stolt’s latest Quote Confirmation.
- (viii) “Free Days” means the period of time offered by Stolt to the Merchant free of charge, beyond which additional charges such as, but not limited to Demurrage, will be due to Stolt.
- (ix) “Goods” means the whole or part of the cargo received by Stolt or any Performing Party from the Merchant and includes any Container supplied by or on behalf of the Merchant.
- (x) “Hague-Visby Rules” means the provisions of the Hague Rules 1924 as amended by the protocols adopted at Brussels on 23 February 1968 (Visby Protocol), and 21 December 1979 (SDR Protocol).

- (xi) "Hazardous Goods" means any Goods that are, or may become, hazardous, dangerous, flammable, explosive, radioactive, corrosive, toxic, reactive, environmentally harmful, or that otherwise present a risk of damage to any person, property, the environment, or to Containers or conveyances, whether or not they are regulated as Dangerous Goods.
- (xii) "Merchant" includes the shipper, the consignee, the receiver of the Goods, the holder of a Stolt Transport Document, any person owning or entitled to possession of the Goods or a Stolt Transport Document as well as the customer (to the extent the term is used in the Contract) and any person subrogated to the rights of any such person, and any agent of the foregoing.
- (xiii) "Merchant Arranged Services" means any operations or services (including all related documentary, customs and information technology processes used or produced) undertaken by or on behalf of the Merchant for Goods in Containers owned by Stolt.
- (xiv) "Multimodal Transport" arises if the Services involve more than Port to Port Carriage.
- (xv) "Party" means any of Stolt, or Merchant, together the "Parties".
- (xvi) "Performing Party" includes owners, charterers and operators of vessels (other than Stolt), stevedores and/or terminal operators, any rail, road or air carriers who perform any of Stolt's obligations under the Contract or from whom Stolt has procured any services as agent for the Merchant in connection with the Goods, including their direct and indirect sub-contractors, servants and agents.
- (xvii) "Port to Port Carriage" arises if (i) the port of loading and the port of discharge are indicated and (ii) no load place or delivery place is indicated on the Transport Document.
- (xviii) "Relevant Authority" means any authority having legal jurisdiction over the Services and/or the Goods.
- (xix) "SDR" means a special drawing right as defined by the International Monetary Fund.
- (xx) "Services" means any operations or services (including all related documentary, customs and information technology processes used or produced) which the Parties agree shall be covered by these Terms or which are in fact procured or performed by or on behalf of Stolt in respect of the Goods.
- (xxi) "Stolt" means Stolt Tank Containers B.V.; except that, for any particular carriage of cargo, if the booking summary expressly names another Affiliate of Stolt Tank Containers B.V. as the "carrier," that named Affiliate shall be Stolt solely for that carriage and to the extent necessary, Stolt Tank Containers B.V. contracts as agent for such Affiliate.
- (xxii) "Stolt Group" means any entity controlled by, controlling or under common control with Stolt Tank Containers B.V.; and control shall have the meaning given to it in Section 450 of the UK Corporation Tax Act 2010.
- (xxiii) "Tariff" means Stolt's Tariff which is on file with the U.S. Federal Maritime Commission, as well as all of Stolt's accessorial tariffs globally.
- (xxiv) "Terms" means these General Terms and Conditions.
- (xxv) "Transport Document" means a waybill or bill of lading issued to the Merchant by or on behalf of Stolt or a Performing Party in relation to the Goods and "Stolt Transport Document" means a Transport Document issued by or on behalf of Stolt.
- (xxvi) "US Carriage" shall mean carriage to, from or within the United States.
- (xxvii) "US COGSA" shall mean the United States Carriage of Goods by Sea Act, approved April 16, 1936, which applies contractually to the Contract and all Transport Documents.
- (xxviii) "Waterborne Carriage" means the carriage of Goods by sea or inland waterways.

- (xxix) Any words following the word “including” shall be interpreted without limitation to the generality of the preceding words.
- (xxx) All persons defined as “Merchant” shall be jointly and severally liable to the Stolt for the fulfilment of the Merchant’s obligations.

PROVISION OF SERVICES

- A.1 Unless otherwise agreed in writing, Stolt may for the whole or part of any Services:
- A.1.a perform such Services as principal, in which case it shall have liberty to subcontract on any terms whatsoever the whole or any part of such Services; or
 - A.1.b contract as agent on behalf of the Merchant, in which case it shall be entitled to contract on behalf of the Merchant on any terms whatsoever that Stolt considers appropriate to procure performance of such Services.
- A.2 Stolt shall be liable as principal only for Services (i) in respect of which it gives an express or implied undertaking to perform as principal, whether by issuing or accepting liability under a Transport Document or otherwise, or (ii) which Stolt actually performs, using its own personnel, equipment or facilities.
- A.3 Whether acting as principal or agent, Stolt shall be entitled to retain and/or be paid all fees, commissions, discounts, allowances and other amounts customarily retained by or paid to freight forwarders.

CONTAINERS

1. SUPPLY OF CONTAINERS

- 1.1. Unless otherwise agreed in the Contract, Stolt shall supply (or arrange to be supplied) and the Merchant shall receive the Containers.
- 1.2. If Stolt supplies or arranges the supply of Containers on Stolt’s behalf to the Merchant, Demurrage shall be paid by the Merchant to Stolt after the expiry of Free Days on the terms set out in the Contract.
- 1.2.1. “Free Days Origin” starts when the Container is received by the Merchant and continues until the Container is loaded onboard at the port of exit and the vessel sails.
 - 1.2.2. “Free Days Destination” starts at the on-carriage location or, if no on-carriage location is named, when the Container is discharged at the port of entry.

Time at destination counts until return of the Container pursuant to Section 6 of these Terms. Weekends, public and religious holidays are counted against the Free Days allowed. Quay rental at the port of exit or port of entry is not included. Unless otherwise agreed, the cost will be invoiced separately.

If Stolt arranges the supply of Containers as agent for another party, the Merchant shall pay demurrage in accordance with the applicable terms.

2. BLOCKING AND BRACING OF GOODS IN CONTAINERS/SEALING OF CONTAINERS

- 2.1. The Merchant shall be responsible for:
- 2.1.1. providing Stolt, promptly when requesting a quote or making a booking request and always upon request, with information, instructions, and documents for the proper handling, blocking, bracing, stowage and carriage of the Goods, including precautions that should be taken by the Stolt or any Performing Party;

- 2.1.2. providing Stolt with information needed by Stolt or any Performing Party to comply with any applicable law, regulation or requirements of public authorities when making a booking request and at any time upon request;
 - 2.1.3. properly ensuring that all necessary documentation from Stolt or any Performing Party has been received, and that the information on such documentation satisfies Merchant's requirements;
 - 2.1.4. properly ensuring the Goods are fully compatible with the requested type of Container and any connected equipment and accessories (Stolt may at its sole discretion decline carriage of any Goods that are or may become incompatible);
 - 2.1.5. properly inspecting the Container, including its components, and that it is sound and suitable for use for carriage and unloading of the Goods;
 - 2.1.6. properly loading and unloading the Goods into and from any Container, and for properly and sufficiently packaging, labelling, segregating, and sealing the Goods and the Containers in accordance with the current IMDG Code;
 - 2.1.7. properly stowing and lashing the Goods in the Container in accordance with any applicable rules governing the mode of transportation. Specifically, the Merchant must ensure that all relevant procedures concerning stowage and lashing are followed so as to prevent shifting, damage, or loss during carriage;
 - 2.1.8. ensuring a Kosher Certificate, if required, is received from Stolt prior to loading Goods into a Container.
- 2.2. If certain equipment is required for loading or discharge and are supplied by Stolt, the use of such equipment is at the sole risk of the Merchant.
 - 2.3. If any assistance is given by the driver at the Merchant's loading facility and/or at the place of unloading, the driver does so as the Merchant's agent.

3. STOWAGE OF CONTAINERS AND GOODS

For Waterborne Carriage for which Stolt is liable as principal:

- 3.1. Containers may be carried on or under deck without notice to the Merchant and at Merchant's risk, unless expressly stated on the Transport Document.
- 3.2. Goods carried on deck shall be subject to the same liability regime for loss or damage or delay as Goods carried under deck.

4. TRANSPORT OF CONTAINERS AND GOODS

- 4.1. The Goods may be carried by any route whatsoever and by any mode of transport whatsoever, at Stolt's sole discretion.
- 4.2. Stolt may, at any time and without notice:
 - 4.2.1. transship the Goods and/or substitute any mode of transport;
 - 4.2.2. change the place of receipt or the place of final destination of the Goods;
 - 4.2.3. unload and re-load the Goods from or to any means of transport at any place or port (whether or not named on the Stolt Transport Document) and/or store the Goods using any means of storage at any port or place.
- 4.3. For Waterborne Carriage for which Stolt is liable as principal, the carrying vessel may (i) sail with or without pilot, proceed, return to and stay at any port or place whatsoever, once or more and in any order (whether towards or away from the port or place of discharge), proceed at any speed, undergo repair, adjust equipment,

dry dock, tow or be towed, assist other vessels in any situation, deviate for the purpose of saving life or property or of landing ill or injured persons, and call for fuel at any port(s) or place(s); and (ii) tender Notices of Arrival to Stolt. The Merchant shall remain responsible for being informed about the arrival of Goods at the port of delivery.

- 4.4. Stolt may comply with the orders or recommendations of any actual or purported government or Relevant Authority, or any person or body with the right to give orders or recommendations.
- 4.5. Anything done or not done in accordance with this Clause, or any resulting delay, shall be part of the Services and not a deviation.

5. DELIVERY OF CONTAINERS AND GOODS

- 5.1. For carriage for which Stolt is liable as principal, the Goods shall be deemed delivered upon the earlier of:
 - 5.1.1. as soon as they have (i) if such carriage ends at the port of discharge, been unloaded from the vessel at the port of discharge or (ii) or in all other cases when the Goods have arrived at the place of delivery shown on the Stolt Transport Document; or
 - 5.1.2. (where Stolt is required or permitted by law or custom to release the Goods to port or other authorities of that port or delivery place) as soon as the Goods have been released or are in the control (physical and/or legal) of the port or other authorities, at the location applicable under clause 5.1.1;

at which point the Services and Stolt's responsibility for the Goods ends.

- 5.2. Upon receipt of the Goods, the Merchant shall:
 - 5.2.1. inspect the Container and ensure it can be safely unloaded;
 - 5.2.2. verify that the Goods are in a sound and acceptable condition;
 - 5.2.3. ensure that the proper unloading procedures are agreed and followed;
 - 5.2.4. ensure that the Container is directed to the correct site location/discharge point;
 - 5.2.5. remove the Goods into the correct storage tank, truck, railcar or plant facilities; and
 - 5.2.6. prior to accepting or commencing unloading from the Container, verify that shipment particulars, including Container number, and seal number, Stolt Transport Document number, proper shipping name, UN number, class and packing group (if Dangerous Goods), quantity/weight, and all required placards, marks and labels, exactly match the delivery paperwork and the physical Container. If any discrepancy is found, the Merchant shall not accept or unload the Goods from the Container and shall promptly notify Stolt for instructions.
- 5.3. If the Goods are not unpacked from the Container by the Merchant upon Final Delivery:
 - 5.3.1. Demurrage shall accrue; and/or
 - 5.3.2. without notice to the Merchant, the Goods may be stored anywhere and by any means at the sole risk of the Merchant. Any and all costs and expenses arising shall be paid by the Merchant.
- 5.4. If the Goods are not unpacked from the Container by the Merchant within ten (10) days of Final Delivery for any reason, including but not limited to:
 - 5.4.1. the person entitled to them under the Contract has not claimed delivery; or
 - 5.4.2. the person claiming to be entitled to the Goods has not properly identified itself;

Stolt may release or instruct any Participating Carrier to release (and therefore deliver) the Goods according to instructions from the Merchant or a party designated by the Merchant to issue such instructions, provided that any security required by Stolt or the relevant Participating Carrier has been provided in advance.

5.5. Abandonment.

- 5.5.1 The Goods will be deemed irrevocably abandoned by the Merchant upon the occurrence of any of the following events:
- (i) Post-arrival (destination) inaction: the Goods are not unloaded within fifteen (15) days after Final Delivery; or
 - (ii) Pre-shipment (origin) inaction: the Goods have not been tendered for carriage (including gated-out to port or released to a line-haul carrier) for any booked or requested movement within thirty (30) days after the earlier of (i) the date the Container was first made available to the Merchant for the movement, or (ii) the latest shipment/ETD date stated in the Booking Summary or Quote Confirmation; and for these purposes the Goods are deemed not tendered where Stolt withholds tender in reliance on its lien or other contractual rights due to the Merchant's non-payment or failure to satisfy preconditions to carriage.
- 5.5.2. On or after any Abandonment Trigger, Stolt may, at its sole discretion and without prejudice to any other rights (including its lien): (a) discharge, store, re-locate, re-export, sell (by private or public sale in such manner as Stolt considers commercially reasonable), abandon or otherwise dispose of the Goods; (b) devan, sample, neutralize or render the Goods harmless; (c) return the Container to Stolt's designated depot; and/or (d) appoint surveyors/agents to act on its behalf. No notice to the Merchant is required, except to the extent mandatory law requires otherwise.
- 5.5.3 All actions taken under this clause are at the Merchant's sole risk and expense. The Merchant remains responsible for all costs arising from storage, handling, disposal, or sale of the Goods. Demurrage and any related charges (including storage and handling) for a Container will continue to accrue until the earlier of (i) such Container being returned in accordance with Section 6 or (ii) the Goods being sold, abandoned, or otherwise disposed of by Stolt and such Container is in Stolt's possession.
- 5.5.4 Stolt may apply any proceeds of sale to (i) all costs and expenses of storage, handling, disposal, sale, environmental remediation and legal fees; (ii) all Charges due to Stolt; and (iii) any other sums due under the Contract. Any surplus shall be held for the Merchant without interest; any shortfall shall remain immediately due and payable by the Merchant.
- 5.5.5 Nothing in this clause prevents Stolt from complying with orders of any Relevant Authority or limits any rights or defenses available under Compulsory Legislation.
- 5.6 If at any time in the opinion of Stolt the Goods are likely to deteriorate, become dangerous, harmful to the environment, the public or the Container itself, or become worthless, Stolt may, at its sole discretion and without prejudice to any other rights it may have, discharge, sell, abandon or otherwise dispose of the Goods without notice to the Merchant.
- 5.7 If a deposit is required to be paid before a Container can be released to the Merchant, the Merchant shall pay the deposit on demand directly to the demanding party. Any and all losses, damages, expenses incurred by Stolt in connection with the deposit shall be borne by the Merchant. Neither the Merchant nor its representative shall request the release of the deposit unless all outstanding accounts with Stolt have been settled.

6. RETURN OF CONTAINERS

- 6.1. After Final Delivery, the Merchant shall return any Containers which Stolt has provided (or has arranged to be supplied):
- 6.1.1. in the same order and condition as received (normal wear and tear excepted); and
 - (i) empty of Goods after discharge); or
 - (ii) free of labels, clean and in a dry condition (except that Containers carrying Dangerous Goods must retain placards and proper shipping name labels),
- to the depot assigned by Stolt or to another mutually agreed location.

- 6.2 Demurrage shall be payable until the Container is returned in accordance with Clause 6.1.
- 6.3 The Merchant shall be liable for all lost or damaged Containers. If, in Stolt's reasonable judgment:
- 6.3.1 the damage can be made good, then the Merchant shall pay Stolt for such repair costs, as well as all Demurrage charges until repairs are completed and the Container is returned to in accordance with Clause 6.1;
- 6.3.2 the Container is a total loss (constructive or otherwise), the Merchant shall compensate Stolt (without consideration of market value) by paying the replacement cost value of the Container without the right to deduct for any depreciation;
- and Merchant shall continue paying all Demurrage charges until the replacement cost value is paid to Stolt.

LOADING AND DOCUMENTATION OF GOODS AND CONTAINERS

7. WEIGHT OF LOADED CONTAINERS

- 7.1. Before loading aboard a vessel, the Merchant shall provide Stolt with the verified gross weight of each laden Container, in accordance with the International Convention for the Safety of Life at Sea together with the associated guidelines published as MSC.1/Circ. 1475, as amended from time to time (together "SOLAS").
- 7.2. Should the Merchant fail to comply with this Clause or where Stolt reasonably believes the verified gross weight information provided is inaccurate or incomplete, Stolt may, without notice to and at the cost (including Demurrage and all associated charges) and risk of the Merchant:
- 7.2.1. establish the total gross weight of each loaded Container carried pursuant to this Contract in accordance with SOLAS; and/or
- 7.2.2. refuse to load the Container(s) on board the vessel (if the Containers are not yet loaded) or, if the Containers are loaded, arrange for the Containers to be landed and stored, and such landing and storage shall be deemed to constitute due delivery of the Goods under the Contract.

8. DECLARED VALUE OF GOODS

If the value of the Goods has been declared by the Merchant in writing before shipment and inserted on the face of the Stolt Transport Document, and extra freight (as per the Quote Confirmation or any applicable Tariff) has been paid thereon and Stolt has consented to such declared value, the amount of the declared value shall be substituted for the limits laid down in these Terms.

9. HAZARDOUS AND NON-HAZARDOUS GOODS

- 9.1. *Safety Data Sheets, Dangerous Goods Declarations, and Cargo Information.*
- 9.1.1 The Merchant shall supply to Stolt, for all Goods (hazardous and non-hazardous), a current Safety Data Sheet (SDS) compliant with applicable laws for the countries of origin, transit and destination and for maritime and inland carriage (including IMDG/49 CFR/ADR/ADN), in English at a minimum, and issued or revised within the last three (3) years or otherwise certified in writing by the Merchant to be current as of the booking date. The Merchant shall provide the SDS to Stolt at the time of booking.
- 9.1.2 If the Goods are classified as Dangerous Goods under the IMDG Code or any other applicable transport regulation, the Merchant shall, in addition to the SDS, provide:
- (a) a fully compliant Dangerous Goods Declaration (DGD) in accordance with the IMDG Code (or other applicable modal regulations);
- (b) any inhibitor certificate, temperature control instructions, or other special certificates required by law or by Stolt or by any Performing Party for safe transport and storage; and

- (c) any other documentation required by applicable regulations for the declared class, packing group, and UN number.

The Merchant shall provide the DGD and any related certificates to Stolt no later than Stolt's published documentation cut-off for the intended shipment.

- 9.1.3 Any disclaimer of accuracy, warranty, responsibility, or liability, or any "guidance only" language appearing in an SDS or other document supplied by or on behalf of the Merchant, will be ineffective as between the Merchant and Stolt. The Merchant's obligations, representations, warranties, and indemnities under these Terms prevail to the extent of any inconsistency.
- 9.1.4 The warranties applicable to the obligations in this Section 9 are set out in Section 11, including, without limitation, Sections 11.1.2, 11.1.3, 11.1.4, and 11.1.6.
- 9.1.5 The Merchant shall promptly, and in any event before the applicable cut-off, provide a revised SDS and written notice to Stolt upon becoming aware of any change to the hazard classification, handling, emergency response or transport requirements for the Goods, or if any information previously supplied is or becomes inaccurate or incomplete. If such information is provided after the cut-off, Stolt may take any action it considers necessary for safety or compliance (including suspension, roll-over, cancellation, discharge, or disposal), and the Merchant shall be responsible for all resulting costs, charges, and liabilities.
- 9.1.6 Stolt may, in its sole discretion, refuse or suspend carriage or storage of the Goods if the SDS is missing, incomplete, out of date, internally contradictory, or contains disclaimers that could cast doubt on required hazard information. All resulting and related costs (including depot handling, storage, disposal, diversions, inspections, delays, and administrative time) will be for the Merchant's account.
- 9.1.7 The Merchant shall defend, indemnify and hold harmless Stolt Group from and against all losses, damages, liabilities, fines, penalties, clean-up and remediation costs, third-party claims, personal injury, property or equipment damage (including to Containers and fittings), and all related legal and expert fees arising out of or in connection with: (i) any inaccuracy, omission or misleading statement in an SDS, DGD, or other information supplied by or on behalf of the Merchant; (ii) the Merchant's failure to provide timely updates; or (iii) the Merchant's failure to stabilize or inhibit the Goods as warranted.
- 9.1.8 In the event of any inconsistency between (i) an SDS or any document supplied by or on behalf of the Merchant (including any disclaimer contained therein) and (ii) these Terms, these Terms will prevail as between the Merchant and Stolt.
- 9.1.9 For the avoidance of doubt, Stolt retains sole discretion whether to accept any Goods for carriage or storage, and may at any time decline, suspend, roll, or cancel a shipment where, in Stolt's opinion, this is necessary for safety, security, legal compliance, operational, or commercial reasons. Any decline, suspension, roll, or cancellation under this Clause is without liability to Stolt and without prejudice to Stolt's rights under these Terms.
- 9.2 Goods shipped in breach of Clause 9.1 or the warranties in Section 11 may, at any time and at the Merchant's risk and cost, be landed at any place or port, neutralized, destroyed, or otherwise rendered harmless by Stolt, in each case as Stolt considers necessary for safety or legal compliance and subject to any Compulsory Legislation, without compensation to the Merchant and without prejudice to Stolt's right to freight and other amounts due.
- 9.3 Any and all costs, liabilities, increased insurance premia, fines, penalties, losses, damages, and expenses (including storage, handling, disposal, diversions, inspections, surveys, and reasonable legal and expert fees) incurred by Stolt in connection with any actual or alleged breach of Clause 9.1 or of the warranties in Section 11 shall be for the Merchant's account, whether or not such breach is ultimately established.
- 9.4 Stolt's rights under this Section 9 are cumulative and not exclusive and are without prejudice to any other rights or remedies (including, without limitation, its rights under Sections 5.6, 12, 17, and 18).

10. ISSUANCE OF TRANSPORT DOCUMENTS

- 10.1. When a Transport Document is issued in respect of the Goods, this will be a waybill and no bill of lading will be issued unless Stolt expressly agrees in writing.
- 10.2. For a Stolt Transport Document, Stolt will only issue a substitute waybill or bill of lading at its sole discretion and subject to the person making the request providing Stolt with (i) the full set of the original waybills or bills of lading and (ii) a full indemnity issued by a first class bank acceptable to Stolt for all and any liability and expenses arising out of the request for substitute waybills or bills.
- 10.3. For a Stolt Transport Document that is a sea waybill, references to 'bill of lading' in US COGSA or any Compulsory Legislation shall be construed as 'sea waybill'. Nothing in these Terms shall apply the Hague-Visby Rules to govern a sea waybill as if it were a bill of lading, or otherwise.

WARRANTIES, OBLIGATIONS, LIABILITIES AND REMEDIES OF THE PARTIES

11. MERCHANT'S WARRANTIES

- 11.1. The Merchant warrants that:
 - 11.1.1. it has the authority to enter into the Contract on behalf of, the owner of the Goods and any person entitled to possession of the Goods and/or the Transport Document or the person who is or may become interested in the Goods and/or the Transport Document;
 - 11.1.2. the description, condition, quality, quantity and value of the Goods (including the verified gross weight information provided under Clause 7) and the marks, number, quantity, weight and any statement as to the contents of Containers are full and correct;
 - 11.1.3. any inhibitor necessary for the safe carriage of the Goods will be effective for the entire duration of the Services;
 - 11.1.4. the Goods and the Containers have been properly and sufficiently prepared, labelled, placarded, sealed and/or marked by or on behalf of the Merchant in compliance with all applicable laws;
 - 11.1.5. the Goods will not cause loss, damage or expense to Stolt of any Performing Party, or any vessel or other conveyance (including Containers) used in the carriage of the Goods or any other property, or to any other cargo;
 - 11.1.6. all information, documentation, and certifications supplied under Section 9 (including but not limited to SDS, DGD, inhibitor details, and updates) are true, complete, current, and not misleading, and that the Goods have been properly classified, packaged, stabilized, and inhibited for the entire planned transportation and storage window;
 - 11.1.7. in performing its duties pursuant to the Contract, the Merchant will comply with all applicable laws without jurisdictional limitation, including but not limited to sanctions and laws regarding the import and export of goods ("Restricted Trade Laws")
 - 11.1.8. upon request, the Merchant will provide copies of all licenses, permits and consents related to Restricted Trade Laws;
 - 11.1.9. neither the Merchant nor any of the parties mentioned in Section 11.1.1 is a Prohibited Person, meaning (i) an individual or entity located in, or an individual or entity controlled by an individual or entity located in, a jurisdiction subject to sanctions by the United States (collectively, "Prohibited Jurisdictions"); (ii) an individual or entity that appears on the U.S.OFAC list of Specially Designated Nationals and Blocked Persons or any other sanctions-related list maintained by the U.S. federal government, the United Nations, the United Kingdom or the European Union ; (iii) an entity that is owned, directly or indirectly, 50% or more by an individual or entity described in subsection (i) or (ii) of this clause; or (iv) an entity in which individuals or entities described in subsection (i) or (ii) of this clause own, directly or indirectly, an aggregate interest of 50% or more;

- 11.1.10. the Merchant will not order the handling, storage or carriage of Goods on behalf of, or for the benefit of, (i) a Prohibited Person, or (ii) an individual or entity controlled by a Prohibited Person;
 - 11.1.11. the Merchant will only instruct Stolt to carry lawful Goods and to trade in lawful places;
 - 11.1.12. the Merchant will not instruct Stolt and Stolt shall not be required to engage in activities that (i) would violate applicable Restricted Trade Laws, including engaging in transactions involving Prohibited Jurisdictions; or (ii) could result in Stolt or any of the Performing Parties or their insurers, re-insurers or banks becoming the subject of a government enforcement action or identified on any sanctions-related list maintained by the U.S. federal government, the United Nations, the United Kingdom or the European Union;
 - 11.1.13. the Goods contain no drugs, prohibited or stolen goods, contraband or other illegal material or substance or any cargo or item which is subject to any Restricted Trade Laws, unless all necessary licenses, permits and consents have been obtained (copies of such licenses, permits and consents to be provided to Stolt on request); and
 - 11.1.14. The Merchant assumes responsibility for any period for which the Goods and Container may be outside Stolt's custody and control, including any gap between the Goods arriving at the port of discharge or delivery place.
- 11.2 The warranties set out in this Section 11 are cumulative and apply in addition to, and not in limitation of, each other and any other warranties, rights, defenses, or remedies available to Stolt under these Terms, at law, or in equity.

12. MERCHANT'S OBLIGATIONS AND INDEMNIFICATION

General

- 12.1. The Merchant shall comply with all applicable laws, regulations or requirements of any Relevant Authority relating to the Goods, and the provisions of all licenses, permits, consents and directions given by any Relevant Authority in respect of the Goods. Copies of such licenses, permits, and consents shall be provided by the Merchant to Stolt on request.
- 12.2. The Merchant shall arrange insurance for the Goods against all customary risks at all times during the Services and shall, on request, provide a copy of a certificate of insurance.
- 12.3. The Merchant indemnifies Stolt, the Performing Parties or any member of Stolt Group (and their respective employees, servants, agents, insurers or reinsurers) against any and all costs, expenses, claims, losses, liabilities, orders, awards, fines, proceedings and judgments of whatsoever nature incurred or suffered in connection with:
 - 12.3.1. a breach by the Merchant of any of its obligations and/or warranties under the Contract; and/or
 - 12.3.2. Stolt becoming liable to any other party (including to any Relevant Authority) and/or incurring additional costs by reason of carrying Hazardous Goods; and/or
 - 12.3.3. Stolt becoming liable to any other party (including to any Relevant Authority) and/or incurring additional costs by reason of Stolt carrying out the Merchant's instructions or by Merchant's failure to provide instructions;
 - 12.3.4. Stolt becoming liable to any third party and/or incurring additional costs by reason of the contamination of a third party's goods or facilities caused by the unloading of Goods from a Container; and/or
 - 12.3.5. Stolt incurring liability in excess of its liability under the provisions of this Contract regardless of whether such liability arises from, or in connection with a breach of contract, negligence or breach of duty by Stolt, its agents, servants or the Performing Parties.

12.3.6 Stolt incurs any loss arising out of Merchant's failure to pay any contractor, broker, or agent or any action taken by any of Merchant's contractors, brokers, or agents that prevent Stolt from performing its obligations under the Contract.

12.4. The Merchant shall be responsible and agrees to reimburse Stolt, plus a mark-up of ten percent (10%), for all duties, taxes, imposts, levies, deposits, fines and outlays of whatever nature levied by any Relevant Authority and/or any expenses incurred in complying with the requirement of any Relevant Authority in relation to the Goods or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods.

Loading of Containers

12.5. Stolt shall not be liable for, and the Merchant shall indemnify Stolt against, loss and/or damage to Goods and/or any injury, loss, damage, liability or expense whatsoever incurred by Stolt to the extent the same has been caused by any matter beyond its control including:

12.5.1. the way in which the Container was loaded or unloaded, including the manner in which the Goods were stowed, lashed and segregated in the Container;

12.5.2. the unsuitability of the Goods for carriage in the Container; or

12.5.3. the Merchant's failure to comply with any of the provisions of Clause 2.

High Risk Areas

12.6. Where the Container is in a location known by the Parties to contain a heightened risk of hostilities ("High Risk Area") the Merchant shall be responsible for:

12.6.1. any loss or damage to the Containers in accordance with Clause 6.3; and

12.6.2. Demurrage resulting from the failure at any time to take receipt, deliver, redeliver or otherwise place the Container(s) in an undamaged state and in good order and condition outside of a High Risk Area until the replacement cost value of the Container(s) is paid to Stolt pursuant to Clause 6.3.2.

12.7. The Merchant further agrees to waive, release, protect and hold Stolt harmless in respect of any claim of whatsoever nature by whosoever for any loss or damage to the Goods or any consequence thereof while the Containers are in a High Risk Area.

12.8. Stolt retains the right to refuse the carriage of goods through a High Risk Area if the heightened risk of hostilities is known at the time of booking confirmation or loading at any place or port, where transit through a High Risk Area is deemed by Stolt or any Participating Party, at their sole discretion, to present a significant risk of loss, injury, or death.

12.9. The Merchant shall be responsible and agrees to reimburse Stolt where goods are rerouted to avoid a High Risk Area due to the identification of a heightened risk of hostilities post booking confirmation or during the provision of any Services.

13. STOLT'S LIABILITY

13.1. Stolt shall not be liable for:

13.1.1. any loss, damage or expense for delay, howsoever arising;

13.1.2. any loss of profits, loss of sales, loss of business, loss of goodwill or reputation (in each case whether direct or indirect) or for any indirect or consequential loss;

13.1.3. any loss or damage arising unintentionally from erroneous input into a computer system or from wrongful data transmission;

- 13.1.4. any loss, damage or expense for any casualty occurring when the Goods are not in Stolt's custody or control, including during any gap between completion of the Services;
 - 13.1.5. any loss or damage to the Goods arising from ambient conditions, latent defects, breakdown, defrosting, stoppage of the refrigerating, heating, cooling, or any other specialized machinery, plant, insulation and/or apparatus of the Container or any other facilities, provided that Stolt exercised reasonable due diligence before releasing the empty Container to Merchant;
 - 13.1.6. any loss or damage to a third party's goods or facilities caused by contamination with Goods unloaded from a Container;
 - 13.1.7. any loss or damage to the Goods, where heating or cooling is required, arising from over/under heating or cooling of the Goods, howsoever arising;
 - 13.1.8. any fine, penalty, loss, damage or expense to any other party (including to any Relevant Authority) for any casualty resulting from the carriage of Hazardous Goods;
 - 13.1.9 any loss, damage, or expense directly or indirectly related to Goods loaded into a Container prior to the Merchant receiving a Kosher Certificate, if required, from Stolt;
 - 13.1.10 any loss, damage, or expense relating to the actions or performance of any Performing Party appointed by the Merchant or by Stolt acting as agent for the Merchant;
 - 13.1.11 any loss, damage, delay, or expense directly or indirectly related to the distribution of Arrival Notices to the Merchant or its Performing Parties, or any incorrect, inadequate, or incomplete information contained on an Arrival Notice; or
 - 13.1.12 any loss, damage, or expense directly or indirectly related to the performance of any Merchant Arranged Services, including damage or losses to Goods and Containers during the performance of such Merchant Arranged Services.
- 13.2. The defenses, limits and exclusions of liability provided for in the Contract shall apply in any action against Stolt arising out in connection with the Contract (including loss or damage to Goods and delay) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty or otherwise and even if the loss, damage or delay arose as a result of unseaworthiness, negligence, wilful misconduct or fundamental breach of contract.
- 13.3. In the event of loss or damage to the Goods, Stolt's liability to the Merchant shall be determined as follows:

Port to Port Carriage

For Port to Port Carriage for which Stolt is liable as principal:

- 13.4. For any claim for loss of or damage to the Goods arising during Port to Port Carriage Stolt shall not be liable if such loss or damage arises prior to loading at the port of loading or subsequent to discharge at the port of discharge.
- 13.5. If and to the extent that any Compulsory Legislation provides for an additional period of responsibility, Stolt shall during that period have the benefit of every right, defense, limitation and liberty provided by such Compulsory Legislation, and (to the extent permitted by such Compulsory Legislation) the rights, defenses, limitations and liberties provided by US COGSA notwithstanding that the loss or damage did not occur at sea.

Multimodal Transport

For Multimodal Transport for which Stolt is liable as principal:

- 13.6. If any loss or damage occurs to the Goods during Multimodal Transport, then save where the provisions of Clause 13.8 apply and subject to any Compulsory Legislation, Stolt shall not be liable for loss or damage caused by:
 - 13.6.1. strike, lockout, stoppage or restraint of labor, the consequences of which Stolt is unable to avoid by the exercise of diligence;

- 13.6.2. any cause or event which Stolt is unable to avoid, and the consequences of which Stolt is unable to prevent by the exercise of reasonable diligence.
- 13.7. To the extent U.S. law applies to a Services provided in connection with a Stolt Transport Document, Stolt shall by the Stolt Transport Document be entitled to all limitations and exemptions from liability as a matter of contract and as authorized by the provisions of title 46 of the United States Code from section 30501, and Sections 30521 through 30530, the same as if Stolt were the owner of the vessel.

Liability During Waterborne Carriage

For Waterborne Carriage for which Stolt is liable as principal:

- 13.8. Should any loss of or damage occur during any part of the Services which involves Waterborne Carriage:
- 13.8.1. Where any Compulsory Legislation applies, the liability of Stolt will be determined in accordance with such Compulsory Legislation;
- 13.8.2. To the extent that no Compulsory Legislation applies, the liability of Stolt will be determined and limited in accordance with US COGSA;
- 13.8.3. Where the place of loss or damage cannot be determined, the loss or damage shall be determined to have occurred aboard the first vessel that carried the Goods by sea.

Liability for Perishable Goods

- 13.9. Goods, including Goods of a perishable nature, shall be carried in ordinary Containers without special protection, services or other measures unless the Transport Document states otherwise and the person liable under the Transport Document has expressly accepted in writing to provide a specifically equipped Container and/or special attention. The Merchant undertakes not to tender for Carriage any Goods which require refrigeration, ventilation or any other specialized attention without giving written notice to Stolt, no later than the time of booking, of their nature and the required setting for the thermostatic, ventilation or other special controls.
- 13.10. Refrigerated Containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and Stolt shall not be responsible for the consequences of cargo being presented at a higher temperature than that required for the carriage. Nor does Stolt guarantee the maintenance of any intended level of humidity inside any Container.
- 13.11. The term "apparent good order and condition" when used for goods requiring refrigeration, ventilation or other specialized attention does not mean that the Goods, when received were verified as being at the carrying temperature, humidity level or other condition designated by the Merchant.

Liability for Third Party Containers

- 13.12. Except for the transport of empty, clean third party tank containers for repositioning purposes, Stolt shall not be liable for any claim whatsoever to the extent such claim arises from a Container not supplied (or arranged to be supplied) by Stolt (including loss and/or damage to Goods), and the Merchant shall indemnify Stolt for any injury, loss, damage, liability, cost, security or expense whatsoever incurred by Stolt as a result thereof.

Liability for Timings

- 13.13. Stolt does not warrant that the Goods or any documents relating thereto shall be loaded on or by any particular date, time or vessel, or arrive at the port of discharge or delivery place at any particular time or in time to meet any particular market or use.

Liability for Shortage or Contamination

- 13.14. Stolt shall not be liable for:
- 13.14.1 any shortage or contamination of Goods ascertained at discharge, if the Container is delivered by Stolt undamaged and with an original security seal intact unless directly resulting from insufficient cleaning before the Container was provided to the Merchant.

13.14.2 any costs related to the incineration or disposal of Goods as directed by the Merchant for any reason whatsoever where such Goods are determined by Stolt to be eligible for a salvage sale, including but not limited to those costs for disposal or incineration, transportation, and storage/demurrage, until the empty Container is returned to Stolt in accordance with Clause 6.

- (i) Stolt may assist in locating disposal or incineration facilities or salvage buyers for the Merchant's consideration.
- (ii) The Merchant shall make the desired arrangements with the disposal or incineration facilities or salvage buyer directly at its own expense.
- (iii) The Merchant is responsible for vetting, approving, and appointing a disposal or incineration facility or salvage buyer and ensuring the services or sale are conducted in accordance with applicable laws and regulations.
- (iv) If the Merchant chooses to appoint a facility or buyer selected by Stolt, it does so at its own will and risk. Stolt assumes no liability or risk whatsoever when providing contacts for disposal or incineration services or salvage buyers.

Liability for Particulars of Goods

13.15.

13.15.1 A Stolt Transport Document shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units entered in the box on such Transport Document entitled "Total No. of Containers or packages received by Carrier".

13.15.2 Stolt makes no representation of and shall not be liable for the description, condition, quality, quantity or value of the Goods or the marks, number, quantity, weight or any statement as to the contents of Containers and Stolt shall be under no responsibility whatsoever in respect of such description or particulars. Stolt does not undertake to check the thermal expansion coefficient or temperature of the Goods.

Limit of Liability

13.16. In addition to the above, Stolt shall be entitled to rely upon any rights, defenses, exceptions, limitations or liberties provided elsewhere in the Contract or of any statutory right, defense, or limitation of liability provided by any applicable law, statute or regulation of any country.

14. CALCULATION OF COMPENSATION

Loss or Damage to Goods

14.1. Stolt's liability for any loss or damage to the Goods whatsoever, howsoever arising, shall be limited to the lesser of:

14.1.1. the value of the Goods at the port or place of loading at the time of shipment; and

14.1.2. if any Compulsory Legislation applies, the amount set out in such Compulsory Legislation; or

14.1.3. if no Compulsory Legislation applies, where the Services include carriage to, from or through a port in the USA, the amount set out in US COGSA up to a maximum of USD 500 per package or customary freight unit, and in all other cases 2 SDRs per kilo of the gross weight of the Goods lost or damaged.

General Claims

14.2. Stolt's maximum aggregate liability for any claim under the Contract (other than for loss of or damage to the Goods) shall be limited to an amount equal to the freight payable to Stolt under the Contract.

15. SUBCONTRACTING

- 15.1. Stolt may sub-contract on any terms whatsoever the whole or any part of the Services.
- 15.2. If Stolt elects to sub-contract performance of any or all of the Services, the Merchant shall indemnify Stolt and/or any Performing Party or any director, officer, employee, servant or agent of Stolt in full and against all consequences of any claim or allegation whether arising in contract, bailment, tort (including negligence) or otherwise which imposes or attempts to impose upon any of them, or any vessel owned, operated or chartered by any of them, any liability whatsoever in connection with the Goods and/or the Services.
- 15.3. The Merchant undertakes to make no claim or allegation against any Performing Party or any director, officer, employee, servant or agent of Stolt, which attempts to impose upon any of them or their property any liability in connection with the Goods. The Merchant shall indemnify Stolt against all consequences of any such claim or allegation. Every such Performing Party shall have the benefit of all provisions of these Terms of whatsoever nature benefiting Stolt including the aforementioned undertaking and Law and Jurisdiction Clause. In entering into the Contract, Stolt, to the extent of such provisions, does so not only on its own behalf but also as agent and trustee for each of its directors, officers, employees, servants or agents, and each Performing Party, all of whom shall to that extent be deemed parties to the Contract.

16. MATTERS AFFECTING PERFORMANCE OF CONTRACT (FORCE MAJEURE)

- 16.1. If the Services are or are likely to be affected by any hindrance, risk, delay, danger, difficulty or disadvantage of whatever kind (including, without limitation, any of the Merchant or Performing Parties becoming insolvent or any action undertaken or threatened by a third party) which is beyond the reasonable control of Stolt, and whether or not existing at the time when the Contract was made or the Goods were received for carriage (a "Force Majeure event"), Stolt may, without notice to the Merchant:
- 16.1.1. treat the performance of the Services as terminated and place the Goods at the disposal and responsibility of the Merchant at any place or port; or
 - 16.1.2. affirm the Contract and complete the Services.
- 16.2. In addition to any amounts due under the Contract (including Demurrage), Stolt shall be entitled to additional freight, compensation for any additional costs and/or the replacement cost of any Container (calculated in accordance with Clause 6.4.2) which contains Goods in respect of which Stolt has exercised its rights under Clause 16.1.
- 16.3. In no event shall Stolt have any liability for loss, damage or delay to the Goods resulting in whole or in part from a Force Majeure event.

17. FREIGHT, DEMURRAGE AND CHARGES

- 17.1. Unless otherwise expressly stated in the Contract, full freight to destination and charges due under the Contract, whether or not prepaid, shall be deemed earned and due upon the earlier of:
- 17.1.1. receipt of the Container by the Merchant; or
 - 17.1.2. receipt of Goods by Stolt or any Performing Party.
- 17.2. Stolt shall retain any freight prepaid, and/or claim any freight due, should the Goods be delivered to destination or not.
- 17.3. All Charges shall be paid by the Merchant on demand directly to Stolt without any offset, pending claim, counterclaim or deduction in U.S. Dollars unless otherwise agreed, including Demurrage and/or storage charges resulting from:
- (i) changes in vessel schedules and availability;
 - (ii) timing of vessel departures and arrivals;
 - (iii) Rolled bookings: and/or

- (v) bottleneck of imported/exported Containers/Goods at any port of loading, transshipment, or discharge or any pre-carriage and/or on-carriage locations.
- 17.4. The Merchant shall indemnify Stolt for any and all costs and expenses (including legal and enforcement action) incurred as a result of the Merchant's breach of the Contract.
- 17.5. Stolt may refuse to accept, continue, or tender the Container for carriage, and may withhold release of any Transport Document or Container, until all amounts then due are paid in full or satisfactory security is provided and all other reasonable preconditions to carriage (including required instructions, documents, permits and customs clearances) are met; any such refusal will not constitute a breach by Stolt and will not stop time running under the Abandonment Triggers set forth in Section 5.5.1.

18. LIENS

- 18.1. Stolt shall have a general lien on the Goods or other product belonging to the Merchant (including any documents relating thereto), funds held, monies due to the Merchant by a third party, and any other goods in respect of which Stolt is providing services to the Merchant ("Other Goods") for:
 - 18.1.1. all amounts due from the Merchant under or in connection with the Contract to Stolt, or to any member of Stolt Group under any other contract;
 - 18.1.2. any other amounts due to Stolt from any person coming within the definition of Merchant, whether or not related to the Services;
 - 18.1.3. any and all other fees, costs and expenses due to Stolt or Stolt Group, including (but not limited to):
 - (i) Demurrage;
 - (ii) Deadfreight;
 - (iii) Fines;
 - (iv) Dues;
 - (v) Liens;
 - (vi) Surveys;
 - (vii) Lightering;
 - (viii) Custom duties and port charges;
 - (ix) Legal fees and other expenses incurred in connection with the attachment, seizure, detention, condemnation or other legal proceeding brought against the Goods by any Relevant Authority or third parties; and
 - (x) General average contributions to whomsoever due.
- 18.2. Stolt may exercise any lien at any time, with or without notice, and whether the Services are completed or not. Such lien(s) shall survive delivery of the Goods and shall extend to selling the Goods to cover the costs of recovering any and all sums due from the Merchant (including legal fees).

19. TIME BAR

- 19.1. Unless notice in writing is given to Stolt or its agent at the place and time of delivery, or within three (3) calendar days thereafter if the damage is not apparent following a reasonable inspection, the Goods shall be deemed to have been delivered undamaged and in full and Stolt shall have no liability whatsoever.
- 19.2. In any event, all liability whatsoever of Stolt arising out of or in connection with the Contract shall cease unless formal proceedings are issued in accordance with Clause 23 and written notice thereof is given to Stolt within eleven (11) months after the delivery of the Goods or the date when the Goods should have been delivered.

GENERAL PROVISIONS

20. GENERAL AVERAGE

If Stolt is liable as principal for Waterborne Carriage:

- 20.1. All Goods whether carried on or under deck shall participate in General Average.
- 20.2. General Average shall be adjusted at any place at the option of Stolt or the Performing Party that declares General Average, in respect of all Goods, whether carried on or under deck. The New Jason Clause as published by BIMCO current as of the date of the Contract is incorporated herein.
- 20.3. Notwithstanding Clause 20.1 above, the Merchant shall indemnify Stolt in respect of any amounts (and any expense arising therefrom) Stolt is found to be due to contribute in General Average and shall provide such security as may be required by Stolt or the Performing Party that declares General Average or the appointed average adjuster, to cover the estimated contribution of the Goods in general average including any salvage and special or particular charges thereon. Such security shall, if required, be provided by the Merchant to the appointed average adjuster prior to delivery of the Goods.
- 20.4. Stolt shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

21. BOTH-TO-BLAME COLLISION

If Stolt is liable as principal for Waterborne Carriage and a vessel on which the Goods are being carried collides with another ship as the result of (i) the negligence of that other ship, and (ii) any act, neglect or default of the master, mariner, pilot of the vessel (or other servant of the owner or operator of the vessel) in the navigation or management of the vessel, and the Merchant recovers payment for loss of or damage to the Goods from the other ship, and the other ship obtains from Stolt (or any Performing Party) a contribution towards the payment it made to the Merchant, then the Merchant will reimburse Stolt in respect of any claim made against Stolt in respect of such contribution and shall indemnify Stolt for any other loss, liability or expenses incurred by Stolt whatsoever arising out of the other ship's claim for contribution.

22. CYBER SECURITY

- 22.1. Notwithstanding anything to the contrary in the Contract, Stolt and Stolt Group will, to the maximum extent permitted by law, have no liability for any losses, damages, expenses, costs, fines or claims suffered, received or incurred by Merchant (or any of Merchant's group companies or affiliates), arising directly or indirectly from:
 - 22.1.1. any virus, malware and other malicious, disabling or damaging code, device or script, and any form of unwanted, disruptive or illegal intrusion or access to Merchant's systems, tools, platforms, networks and applications (together "Merchant's Systems") (including by way of a cyber-attack) as a result of any access, interface with, or entry of data, information or content into Merchant's Systems by or on behalf of Stolt; or
 - 22.1.2. any errors in data, information or content entered into Merchant's Systems by or on behalf of Stolt; or
 - 22.1.3. a breach of security including a breach which leads to the destruction, loss, corruption, alteration, unauthorized disclosure of, or access to (including by way of a cyber-attack), any of the Merchant's information or data held or otherwise processed by or on behalf of Stolt, and the Merchant undertakes to ensure that the Merchant's Systems and Stolt's system, tools, platforms, networks and applications are protected against any virus, malware and other malicious, disabling or damaging code, device or script, and any form of unwanted, disruptive or illegal intrusion or access to the Merchant's Systems and Stolt's system, tools, platforms, networks and applications (including by way of cyber-attack).

23. LAW AND JURISDICTION

- 23.1. Subject to Clauses 23.3 and 23.4, the Contract and any non-contractual obligation arising out of or in connection with it shall be subject to English law, and any disputes arising out of or in connection with it shall be referred to the exclusive jurisdiction of the High Court of Justice in London.
- 23.2. A Party served with a written request by the other Party shall appoint solicitors in London, England, for the purposes of accepting service of documents under the procedural rules of the High Court of Justice and advise the requesting Party in writing of their contact details.
- 23.3. For US Carriage, the Contract shall be subject to US law and any dispute arising out of or in connection with it shall (subject to Clause 23.4) be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York.
- 23.4. For any claim by Stolt arising out of or in connection with the Contract, Stolt may at its sole option commence proceedings in the courts of any competent jurisdiction.

24. DATA PROTECTION

- 24.1. The parties acknowledge and agree that each of them will comply with their respective obligations as data controllers under the EU General Data Protection Regulation 2016/679/EU ("GDPR"), and any applicable local laws supplementing or implementing the GDPR.
- 24.2. The parties also agree that if any personal data (as defined in the GDPR) in connection to this Contract will be transferred outside of the European Economic Area, the parties will ensure that the GDPR requirements on third party transfers are met, including by entering into the European Commission's approved standard contractual clauses, if applicable.

25. CONFIDENTIALITY

Without the prior consent of Stolt, the Merchant shall not disclose any financial terms of the Contract to any person or entity not controlling, controlled by or under common control of them, except for disclosure of information which must be disclosed by operation of law. For the avoidance of doubt, the Merchant shall not be entitled to receive any financial terms directly attributed to the Services provided by Performing Parties hereunder. Such information may not be disclosed due to corresponding obligations of confidentiality.

26. SEVERABILITY

The terms of the Contract shall be separable, and if any provisions thereof or any part of any provision is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision or part thereof.

27. THIRD PARTY RIGHTS

Except for the ability of other members of Stolt Group to be able to enforce any of Stolt's rights under these Terms, none of these Terms shall be enforceable by anyone that is not a party to the Contract.

28. ENTIRE AGREEMENT

The Merchant agrees that it has not relied upon any pre-contractual statement made by Stolt in entering into the Contract. Pre-contractual statement means any undertaking, promise, assurance, statement, representation, warranty or undertaking (whether in writing or not) of any person relating to the Services.

29. WAIVER

No failure by Stolt to enforce any rights under the Contract shall be considered to be a waiver of any form. A waiver will only be effective if in writing and will not constitute a waiver of any other breach or default, nor shall it affect the other terms of this Contract. A waiver of a breach of any of the terms of the Contract or of a default under this Contract will not prevent either Party from later requiring compliance with the waived obligation. The rights and remedies provided in these Terms are cumulative and (subject to the other provisions of these Terms) are not exclusive of any rights or remedies provided by law.