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V S A Shipping L.L.C

## TERMS AND CONDITIONS FOR WAREHOUSING

- 1) The following definitions apply to the terms and conditions set out below that govern the contract of storage and other services between Customer and VSA Shipping LLC.

**"Customer"** means the person, company, firm or other entity for whom the Goods are stored and to whom this

**"goods"** means the property (of whatever nature) tendered to VSA Shipping LLC by Customer for which VSA Shipping LLC has agreed to store pursuant to this Warehousing Agreement.

**"other services"** means all services not being services for the storage of goods that are performed by VSA Shipping LLC, including, but not limited to, sorting, kitting, merging, packing, installation, value added- and transportation management services;

**"VSA Shipping LLC"** means VSA Shipping LLC Supply Chain Logistics LLC and VSA Shipping LLC's employees, agents and independent contractors;

**"prohibited items"** means any goods or materials the storage of which is prohibited by any law, rule or regulation of the country in which the goods are to be stored;

- 2) Customers contract of storage and of other services is with VSA Shipping LLC or the subsidiary or affiliate of VSA Shipping LLC that accepts from Customer the performance of services. Customer agrees that VSA Shipping LLC may subcontract the whole or any part of the contract for storage or of other services on any terms and conditions VSA Shipping LLC decides.
- 3) By giving VSA Shipping LLC goods, the Customer accepts VSA Shipping LLC's terms and conditions set out in the contract for the performance of storage of goods or other services on behalf of Customer and/or anyone else who has an interest in the goods or the performance of other services irrespective of whether Customer have signed VSA Shipping LLC's terms and conditions or not. VSA Shipping LLC terms and conditions also cover and can be invoked by anyone VSA Shipping LLC use or subcontract to collect, transport, deliver Customers goods or perform other services as well as VSA Shipping LLC employees, directors and agents. Only VSA Shipping LLC's authorised officers may agree to a variation of these terms and conditions in writing. When Customer gives VSA Shipping LLC goods with oral or written instructions that conflict with VSA Shipping LLC terms and conditions, VSA Shipping LLC will not be bound by such instructions.
- 4) Even if the agreement for the storage of goods forms part of another type of contract between Customer and VSA Shipping LLC, these terms and conditions apply to the contract agreed between Customer and VSA Shipping LLC for any storage of goods pursuant to the contract.
- 5) Except in the circumstances referred to in Clauses 6 and 7 of these Terms and Conditions, VSA Shipping LLC do not store or perform other services regarding goods which are, or are in VSA Shipping LLC's sole opinion, dangerous goods and/or hazardous materials (together identified as dangerous goods) including, but not limited to, those specified in any national or international rules applicable to the performance of services regarding dangerous goods. VSA Shipping LLC may at its discretion accept some dangerous goods for storage, or for the performance of other services, in some countries if Customer has been accorded the status of an approved customer and this must be given by VSA Shipping LLC in writing before Customers goods can be accepted.



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Customers dangerous goods will only be accepted if they comply with the applicable regulations (as referred to hereinabove) and VSA Shipping LLC requirements. Details of VSA Shipping LLC requirements together with the procedure for applying for approved customer status are available from VSA Shipping LLC's nearest office and a dangerous goods surcharge will be invoiced to Customer upon acceptance of Customers goods.

- 6) Certain dangerous goods are exempt from the above approved customer requirements. Details can be obtained from the nearest VSA Shipping LLC office.
- 7) Customer must ensure and certify by completing VSA Shipping LLC consignment note or tendering goods to VSA Shipping LLC that Customers goods do not contain a prohibited article as specified in any national or international regulations that govern goods security. Customer must give VSA Shipping LLC a full description of the contents of the goods on the consignment note or other accompanying document and Customers responsibilities and liabilities are not extinguished by providing this information.
- 8) Goods stored or handled by VSA Shipping LLC may be subject to security screening which could include the use of x-ray, explosive trace detection and/or other security screening methods. Customer accepts that Customers goods may be opened and the contents of their goods may be examined in transit.
- 9) Customer declares that they have prepared the goods for storage, or for the performance by VSA Shipping LLC of other services, in secure premises using reliable staff employed by Customer and that the goods have been safeguarded against un authorised interference during preparation, storage and/or transportation immediately prior to acceptance for storage of the goods by VSA Shipping LLC or for the performance by VSA Shipping LLC of other services. VSA Shipping LLC shall not accept goods that contain prohibited items.
- 10) VSA Shipping LLC may be required to share information, including Customers personal data for Customers goods with the authorities for security reasons and/or for any reasons as required under the law. Customer further agrees that VSA Shipping LLC or any governmental authority may open and inspect Customers goods at any time.
- 11) VSA Shipping LLC retain at all times an absolute discretion whether to store or to hold Customers goods on VSA Shipping LLC premises. Goods generally will be warehoused in a non-temperature/humidity controlled environment. It is Customers sole obligation to provide VSA Shipping LLC with proper storage instructions for Customers goods. These instructions should include but should not be limited to:
  - (a) the place and time proposed for delivery at VSA Shipping LLC storage premises;
  - (b) the name of the owner and/or of any authorized third party;
  - (c) where Customer does not ask VSA Shipping LLC to be the carrier , the name of the carrier and/or of any forwarding agent;
  - (d) an accurate and detailed description of the goods to be warehoused;
  - (e) any special handling instructions;
- 12) Where Customer has not provided VSA Shipping LLC with any, or any proper, storage instructions, VSA Shipping LLC will not be liable for any damage sustained by or caused to Customers goods while stored by VSA Shipping LLC where this damage would not have occurred had Customer given VSA Shipping LLC proper storage instructions;



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- 13) where Customers goods cause injury, loss or damage to VSA Shipping LLC, VSA Shipping LLC's agents, affiliates and/or to any third party, Customer will indemnify and hold VSA Shipping LLC harmless for that injury, loss and/or damage and from any claims that may be brought against VSA Shipping LLC arising out of that injury, loss and/or damage. Additionally, Customer undertakes to VSA Shipping LLC that Customer will not permit any other person who has an interest in the goods to bring a claim or action against VSA Shipping LLC even though VSA Shipping LLC may have been negligent or in default and if a claim or action is made, Customer will indemnify VSA Shipping LLC against the consequences of the claim or action and the costs and expenses VSA Shipping LLC incurs in defending it.;
- 14) VSA Shipping LLC are not obliged to accept goods which are mortgaged, pledged or otherwise encumbered with costs and expenses owed to third parties;
- 15) Customer shall be obliged to notify VSA Shipping LLC promptly in writing of any change in Customers address. VSA Shipping LLC will not be liable for any loss or damage to Customer or to Customers goods where Customer has not notified VSA Shipping LLC of Customers change of address;
- 16) VSA Shipping LLC only recognises Customer and/or Customers lawful successors as having a legal right to Customers goods. Where Customer wishes to give a third party right to Customers goods, VSA Shipping LLC will only recognise that right where VSA Shipping LLC has have previously agreed with Customer to do so in writing. Where VSA Shipping LLC have agreed to do so, Customer must provide VSA Shipping LLC with sample signatures of the person or persons whom Customer has authorised to have right to Customers goods. Receipt of those signatures must be acknowledged by VSA Shipping LLC in writing prior to any agreement between VSA Shipping LLC being reached;
- 17) VSA Shipping LLC has no legal obligation to maintain, keep in repair or in working order Customers goods or their contents unless VSA Shipping LLC have agreed with Customer to do so in writing, whereby additional costs shall be applicable;
- 18) where the nature or condition of Customers goods undergoes any change or deterioration while stored with VSA Shipping LLC and VSA Shipping LLC believes that this change or deterioration poses a risk either to other persons or property(s) at VSA Shipping LLC premises, VSA Shipping LLC has the right to take all reasonable measures to deal with the risk posed by Customers goods without notice to Customer. Customer agrees to indemnify VSA Shipping LLC for any costs or expenses incurred in dealing with Customers goods under this clause;
- 19) Customers authorized representative may inspect only Customers goods stored at VSA Shipping LLC premises during VSA Shipping LLC normal business hours;
- 20) VSA Shipping LLC reserve the right to terminate the storage contract at any time on 48 hours notice to Customer. Unless otherwise agreed in writing with VSA Shipping LLC, Customer may terminate the agreement that Customer has with VSA Shipping LLC for the storage of Customers goods on 30 days' notice where Customers storage agreement with VSA Shipping LLC is for a period of 6 months or less. Where the storage agreement that Customer has with VSA Shipping LLC is for a period of 6 months or more, Customer may terminate Customers agreement only on at least 60 days' notice to VSA Shipping LLC. If Customer instruct VSA Shipping LLC to make delivery of Customers goods, Customer shall provide VSA Shipping LLC with clear and detailed instructions of



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- (a) Customers goods and of the person to whom Customers goods are to be delivered;
- (b) the way the goods are to be delivered; and
- (c) if applicable, any postage and handling.

Both or either parties are at liberty to terminate this agreement

a) if Customer or VSA Shipping LLC commit a material breach of this agreement.

b) Both or either parties may terminate this agreement with immediate effect if the other becomes insolvent, enter receivership or a scheme of arrangement with creditors, are unable to continue trading or meet VSA Shipping LLC's respective legal and financial obligations as and when they become due.

- 21) VSA Shipping LLC does not undertake to verify the condition or package of Customers goods unless Customer expressly ask VSA Shipping LLC to do in Customers written instructions. If Customer does request such services from VSA Shipping LLC, all costs involved will be on the account of the Customer;
- 22) Where the person to whom Customer has instructed VSA Shipping LLC to deliver Customers goods refuses to accept them, VSA Shipping LLC is entitled to sell or auction Customers goods after 30 days from VSA Shipping LLC's final demand to Customer to collect Customers goods or to make alternative arrangements for the delivery of Customers goods whereby costs shall be payable by Customer as per actuals;
- 23) A force majeure event will not give Customer or VSA Shipping LLC a right to terminate this agreement. Where a force majeure event occurs, Customer and VSA Shipping LLC will be entitled to delay the performance of any obligation then required to be performed under this agreement until the force majeure event ends to allow Customers and/or VSA Shipping LLC's obligations to be performed with reasonable ease and without risk of physical loss or damage and/or loss or damage to property. Where Customer or VSA Shipping LLC rely on the occurrence of a force majeure event as the basis for delay in performance of an obligation then required to be performed under this agreement, the party relying on the occurrence of the force majeure event must notify the other party in writing within 48 hours of the occurrence of the force majeure event. Such notice must detail the nature of the force majeure event and the obligation whose performance is to be delayed.
- 24) VSA Shipping LLC's liability for loss and/or damage caused to Customers goods will arise only where Customers goods are in VSA Shipping LLC's custody and control. VSA Shipping LLC's liability for loss and/or damage to Customers goods shall be limited to AED 5 per kilo and to a maximum of AED 5,000;
- 25) Customer warrants, represents and guarantees to VSA Shipping LLC that:
  - (a) the contents of the goods (including but not limited to weight and number of items) have been properly described to VSA Shipping LLC, have been correctly labelled and the label or labels have been securely fixed by Customer in a prominent position on the outer surface of the goods that can be clearly seen by VSA Shipping LLC;
  - (b) the Customers or receivers full address including postcode and contact details have been fully, accurately and legibly provided to VSA Shipping LLC and on an address label securely fixed by Customer to a prominent position on the outer surface of the goods that can be clearly seen by VSA Shipping LLC;
  - (c) the contents of the goods have been prepared and packed safely and carefully by Customer to protect against the ordinary risks of storage and other services performance by VSA Shipping LLC, including any associated sortation and/or handling process;



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(d) Customer has declared the correct weight of the goods and Customer will provide any

special equipment VSA Shipping LLC may need to load or unload the goods on or off VSA Shipping LLC's vehicles;

(e) Customer has securely fixed a heavy weight label in a prominent position on the outer surface of the goods that can clearly be seen by VSA Shipping LLC for any item weighing 30 kilos or more;

(f) the contents of the goods are not restricted by any national or international laws or conventions and are not prohibited items and neither Customer nor the intended recipient of the goods is a person or organisation with whom VSA Shipping LLC or Customer may not legally trade under any applicable laws or regulations;

(g) when Customer has asked VSA Shipping LLC to charge the receiver or a third party and the receiver or third party does not pay VSA Shipping LLC, Customer will promptly settle VSA Shipping LLC's invoice together with an administration fee in full within 7 days of VSA Shipping LLC sending Customer the invoice;

(h) all applicable laws and regulations have been complied with;

(i) that Customer has taken all reasonable precautions to comply with all conventions, directives and legislation relating to the protection of personal data including if practicable, encryption of the personal data to ensure the safety of the personal data in the event of loss or misdelivery of goods.

- 26) Customer agrees and undertakes to indemnify VSA Shipping LLC and hold VSA Shipping LLC harmless from any liabilities VSA Shipping LLC may suffer or any costs, damages or expenses, including legal costs, VSA Shipping LLC incurs either to Customer or to anyone else arising out of Customer being in breach of any of these warranties, representations and guarantees, even if VSA Shipping LLC inadvertently accept a goods that contravenes any of Customers obligations.
- 27) VSA Shipping LLC, in no event, whether as a result of breach of company's duties, negligence liability without fault or any other legal theory or basis, shall be liable for any special, incidental, consequential, statutory or punitive damages, including but not limited to, loss of profits or loss of market, loss of income, damages arising from loss, legal fees or punitive damages, or damage to property, loss of use of goods, cost of substituted goods, whether or not VSA Shipping LLC had knowledge that such damages or losses might occur.
- 28) VSA Shipping LLC is not liable if VSA Shipping LLC does not fulfill any obligations towards Customer at all as a result of:
- a. circumstances beyond VSA Shipping LLC's control such as (but not limited to):
    - (i) acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
    - (ii) force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
    - (iii) national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery; and/or (iv) latent defects or inherent vice in the contents of the goods; criminal acts of third parties such as theft and arson.
  - b. Customers acts or omissions or those of third parties such as:
    - (i) Customer being in breach of (or any other party claiming an interest in the goods causing Customer to breach) Customers obligations under these terms and conditions and in particular those warranties set out in Clause 12;
    - (ii) an act or omission of any customs, security, airline, airport or government official; and/or
    - (iii) the manner in which Customer or third parties have packed, wrapped, sealed, closed, fastened and/or bound Customers goods;





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- 29) Insurance: VSA Shipping LLC will ensure the warehouse is fully insured towards its value and against minimal risks at its own expense in accordance with laws of United Arab Emirates. VSA Shipping LLC will not assume any responsibility for insuring, or for arranging insurance of, Customers goods unless Customer requests VSA Shipping LLC to do so in writing. VSA Shipping LLC's undertaking to arrange insurance for Customers goods is at VSA Shipping LLC's sole discretion and is subject to payment by Customer of additional costs and charges and the contract of insurance will be between Customer and the named insurer whereby VSA Shipping LLC will be co-assured.
- 30) If Customer wishes to claim for lost, damaged or delayed goods or for any other damages, Customer must comply with any applicable convention and with the following procedure otherwise VSA Shipping LLC reserves the right to reject Customers claim:
- Customer must notify in writing VSA Shipping LLC about the loss of or damage to the goods at the time of redelivery of the goods to Customer;
  - VSA Shipping LLC are not obliged to act on any claim until VSA Shipping LLC's charges have been paid nor is Customer entitled to deduct the amount of Customers claim from the charges that Customer owes to VSA Shipping LLC;
  - VSA Shipping LLC will assume that the goods were delivered/redelivered in good condition unless the receiver has noted any damage on VSA Shipping LLC's delivery record when he or she accepted the goods. In order for VSA Shipping LLC to consider a claim for damage, the contents of Customers goods and the original packaging must be made available to VSA Shipping LLC for inspection;
  - Save as otherwise provided by any applicable convention and/or law, Customers right to claim damages against VSA Shipping LLC will be extinguished unless an action is brought in a court of law within 1 year from the date of the alleged loss or damage to the goods.
- 31) VSA Shipping LLC will only release Customers goods where VSA Shipping LLC fees and any other charges for VSA Shipping LLC holding or storing of Customers goods have been fully paid;
- 32) Customer agrees to pay VSA Shipping LLC the charges (including applicable surcharges) for storing Customers goods and any additional costs that VSA Shipping LLC has incurred in connection with the storing of Customers goods and any value-added taxes, within the agreed credit days from the date of VSA Shipping LLC's invoice, without withholding, deduction, counterclaim or set-off. In the event that Customer repudiates or terminates VSA Shipping LLC's agreement with Customer for the storing of Customers goods, these charges and/or additional costs remain payable by Customer for the entire month in which Customer repudiates and/or terminates the agreement;
- 33) Customer agrees to pay VSA Shipping LLC's reasonable and proper cost of collection of invoices not paid within the agreed credit days from the invoice date. Customer may give VSA Shipping LLC special invoicing instructions or agree with the receiver of the goods or another third party that they will pay VSA Shipping LLC's charges and/or any duties, taxes, penalties, bonds, assessments, expenses, surcharges and fines levied or incurred by VSA Shipping LLC in connection with the goods. If the receiver or other third party refuses to pay VSA Shipping LLC's charges for the storage of the goods, or to reimburse VSA Shipping LLC for any of the above costs, Customer agrees to pay these amounts within 7 days of VSA Shipping LLC notifying Customer of the refusal to pay. VSA Shipping LLC's invoices must be paid in the currency stated in the invoice or otherwise in a local currency against exchange rates provided by VSA Shipping LLC.



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- 34) In the event that any charges for storing Customers goods and/or any additional costs that VSA Shipping LLC have incurred in connection with storing Customers goods remain unpaid by Customer, VSA Shipping LLC retain a lien over Customers goods to the extent of those unpaid charges and/or costs. Should these charges and/or costs remain unpaid after 15 calendar days from VSA Shipping LLC's final demand to Customer for payment, VSA Shipping LLC are entitled to sell or auction Customers goods. The proceeds of that sale or auction of Customers goods shall be used to pay all outstanding charges and costs owed to VSA Shipping LLC or incurred by VSA Shipping LLC. VSA Shipping LLC will return the balance of these proceeds, if any, to Customer.
- 35) Both parties will hold in strict confidence any information disclosed or which they learn of during the course of this agreement, except where the information at the time of disclosure: (a) is already publicly know or is in the public domain; (b) is received by a person who already knew the information or for whom the information was not confidential; and/or (c) is required to be disclosed by us pursuant to a law or judicial order.
- 36) Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be subject to the non-exclusive jurisdiction of the Courts of the Emirate of Dubai. Each party irrevocably submits to the jurisdiction of the Courts in Dubai and waives any objection it may have to disputes arising out of or in connection with this contract. This contract shall be governed by and construed in accordance with the law of Emirate of Dubai.