

GLOBAL AIR FREIGHT FORWARDING TERMS AND CONDITIONS OF SERVICE

SHIPPING FREIGHT COMPANY B.V.

TERMS AND CONDITIONS OF SERVICE

These Global Air Freight Forwarding Terms and Conditions of Service apply to all air freight forwarding services, quotations, bookings, arrangements, communications, instructions, logistics services and related activities provided or arranged by **SHIPPING FREIGHT COMPANY B.V.**, unless expressly agreed otherwise in writing by an authorized representative of SHIPPING FREIGHT COMPANY B.V.

For the purpose of these Terms, references to “**Air Freight**” include international air freight, air cargo forwarding, airport-to-airport, door-to-airport, airport-to-door, door-to-door, express air freight, air cargo consolidation, airport handling coordination, customs-related assistance, inland pre-carriage, inland on-carriage and related multimodal logistics services arranged by SHIPPING FREIGHT COMPANY B.V.

1. Status of SHIPPING FREIGHT COMPANY B.V.

1.1. SHIPPING FREIGHT COMPANY B.V. acts solely as a **freight forwarder, logistics intermediary and arranging party**, and not as an air carrier, airline, aircraft operator, warehouseman, airport terminal operator, ground handling agent, customs authority, security screening provider or performing carrier, unless expressly agreed otherwise in writing.

1.2. SHIPPING FREIGHT COMPANY B.V. arranges air transportation and related logistics services on behalf of the customer by engaging airlines, air carriers, road carriers, airport terminals, ground handling agents, customs brokers, warehouses, security screening providers, agents and other third-party service providers.

1.3. No provision of these Terms shall be interpreted as creating an obligation for SHIPPING FREIGHT COMPANY B.V. to physically carry, store, screen, handle or perform the transportation of goods itself.

1.4. Any Air Waybill, House Air Waybill, Master Air Waybill, carrier receipt, delivery order, terminal release, customs document or other transport document issued by an airline, air carrier, ground handling agent, terminal, agent or subcontractor shall remain subject to the respective terms and conditions of that issuing party.

2. Application of FENEX Conditions

2.1. All services, quotations, bookings, arrangements, communications, instructions, customs-related assistance, documentation and related activities performed or arranged by SHIPPING FREIGHT COMPANY B.V. are subject to the latest version of the **Dutch Forwarding Conditions**, also known as the **FENEX Conditions**, including the arbitration clause, unless mandatory law provides otherwise.

2.2. The FENEX Conditions shall apply in addition to these Global Air Freight Forwarding Terms and Conditions of Service.

2.3. In the event of any conflict between these Terms and the FENEX Conditions, the FENEX Conditions shall prevail to the extent required, unless SHIPPING FREIGHT COMPANY B.V. expressly agrees otherwise in writing.

2.4. The customer acknowledges that SHIPPING FREIGHT COMPANY B.V. performs forwarding activities as a Dutch freight forwarder and that the FENEX Conditions form an essential part of the contractual relationship between the customer and SHIPPING FREIGHT COMPANY B.V.

3. Notice Concerning Carrier's Limitation of Liability

3.1. If the carriage involves an ultimate destination or stop in a country other than the country of departure, the **Montreal Convention** or the **Warsaw Convention** may apply to the liability of the actual air carrier in respect of loss of, damage to, or delay of cargo.

3.2. The liability of the actual air carrier shall be governed by the applicable Air Waybill, airline conditions of carriage, applicable tariffs, mandatory international conventions and applicable law.

3.3. Unless a higher value is declared and accepted by the relevant carrier, and any required supplementary charge is paid, air carrier liability for cargo may be limited under the applicable convention, carrier conditions or mandatory law.

3.4. The customer acknowledges that such liability limitations may be significantly lower than the commercial or invoice value of the goods. The customer is therefore advised to arrange appropriate cargo insurance.

4. Definitions

For the purpose of these Terms:

4.1. **“Company”** means SHIPPING FREIGHT COMPANY B.V.

4.2. **“Customer”** means the party requesting, ordering, booking, accepting or paying for services from SHIPPING FREIGHT COMPANY B.V., including the shipper, consignee, exporter, importer, cargo owner, booking party, payer, receiver, principal, agent or any person acting on behalf of such parties.

4.3. **“Merchant”** means the shipper, consignee, consignor, receiver, cargo owner, holder of any transport document, exporter, importer, booking party, beneficial owner of the goods and any person having an interest in the goods.

4.4. **“Goods”** means cargo, packages, pallets, units, containers, documents and any related cargo interests handled, arranged or coordinated by SHIPPING FREIGHT COMPANY B.V.

4.5. **“Services”** means air freight forwarding, logistics coordination, booking assistance, documentation, customs-related assistance, airport handling coordination, inland transportation arrangements, cargo release coordination, cargo insurance arrangement if agreed, and any related service arranged by SHIPPING FREIGHT COMPANY B.V.

4.6. **“Third Parties”** means airlines, air carriers, road carriers, airport terminals, ground handling agents, customs brokers, warehouses, security screening providers, agents, insurers, surveyors, inspection companies and any other subcontractors or service providers engaged directly or indirectly in connection with the Services.

4.7. **“Charges”** means all freight, local charges, airport charges, handling charges, security charges, customs-related costs, duties, taxes, storage, screening costs, inspection costs, documentation fees, administrative charges, legal costs, collection costs, third-party charges and any other monetary obligations arising in connection with the Services.

4.8. **“SDR”** means Special Drawing Right as defined by the International Monetary Fund.

4.9. **“Warsaw Convention”** means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 12 October 1929, including any applicable amendments or protocols.

4.10. **“Montreal Convention”** means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

5. Quotations and Booking Acceptance

5.1. All quotations issued by SHIPPING FREIGHT COMPANY B.V. are non-binding unless expressly stated otherwise in writing.

5.2. All quotations are based on the information provided by the customer and on market conditions, airline availability, aircraft capacity, cargo characteristics, routing, airport conditions, exchange rates, fuel costs, security charges, handling charges, carrier tariffs and other cost factors applicable at the time of quotation.

5.3. A quotation may be amended, withdrawn, suspended or cancelled by SHIPPING FREIGHT COMPANY B.V. at any time before written booking confirmation is issued by SHIPPING FREIGHT COMPANY B.V.

5.4. The booking of cargo, issuance of shipping instructions, delivery of cargo for shipment, acceptance of a quotation, payment of an invoice or instruction to proceed shall constitute acceptance of these Terms and all applicable charges.

5.5. Any validity period stated in a quotation applies only to the quoted rate and only for the stated period. It does not guarantee space, aircraft capacity, equipment, routing, schedule, transit time, departure date, arrival date, cargo cut-off acceptance or final carrier acceptance.

5.6. Any quotation may be revised if the actual cargo details, weight, volumetric weight, dimensions, commodity, HS code, packaging, cargo readiness date, routing, origin, destination, delivery address, customs status or service requirements differ from the information originally provided.

6. Air Carrier Acceptance, Space and Capacity

6.1. All air freight bookings are subject to final acceptance by the relevant airline, air carrier, airport terminal, ground handling agent, customs authority, security screening provider and any other relevant third party.

6.2. SHIPPING FREIGHT COMPANY B.V. does not guarantee airline space, aircraft capacity, acceptance of cargo, cargo cut-off, loading on a specific flight, departure date, arrival date or delivery date.

6.3. If a carrier rejects, delays, rolls, cancels, offloads, re-routes or amends a booking, SHIPPING FREIGHT COMPANY B.V. may attempt to arrange an alternative solution, but shall not be liable for additional charges, delay, storage, rate increases or other costs arising from such circumstances.

7. Transit Times, Schedules and Routing

7.1. Any transit times, flight schedules, departure dates, arrival dates, connection times, cargo cut-off times, ETD, ETA or delivery dates provided to the customer are estimates only and are not guaranteed.

7.2. Actual transit times may vary due to airline schedules, aircraft capacity, airport congestion, customs clearance, security screening, weather conditions, operational changes, force majeure events, governmental measures, documentation issues or other circumstances beyond the control of SHIPPING FREIGHT COMPANY B.V.

7.3. Unless expressly agreed otherwise in writing, airline selection, routing, airport, transit point, ground handler, warehouse, customs broker and subcontractor selection shall remain at the discretion of SHIPPING FREIGHT COMPANY B.V.

7.4. SHIPPING FREIGHT COMPANY B.V. may arrange carriage by direct or indirect routing, consolidation, transshipment, alternative airlines, alternative airports, road feeder service or other commercially reasonable transport solutions.

8. Customer Instructions and Accuracy of Information

8.1. The customer is solely responsible for providing complete, accurate and timely instructions and information required for the performance of the Services.

8.2. Such information includes, without limitation, cargo description, commodity, HS code, weight, dimensions, package count, cargo value, Incoterms, shipper details, consignee details, notify party, customs status, origin, destination, loading address, delivery address, special handling requirements, hazardous nature, lithium battery content, temperature requirements and any regulatory restrictions.

8.3. SHIPPING FREIGHT COMPANY B.V. shall be entitled to rely on the information provided by the customer without independent verification.

8.4. The customer shall indemnify and hold SHIPPING FREIGHT COMPANY B.V. harmless against all claims, fines, penalties, losses, delays, customs issues, inspections, storage, carrier charges, legal costs and third-party costs arising from inaccurate, incomplete, late, misleading or non-compliant information.

9. Documentation Responsibility

9.1. The customer is solely responsible for providing all documents required for export, import, customs clearance, transit, security screening, compliance, cargo release and delivery.

9.2. Such documents may include commercial invoices, packing lists, certificates of origin, HS codes, EORI / VAT information, export declarations, import declarations, licenses, permits, customs authorizations, dangerous goods declarations, safety data sheets, lithium battery declarations, temperature instructions, end-user statements, certificates and any other documents required by law, by carriers or by authorities.

9.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for delays, penalties, customs fines, inspections, storage, seizure, refusal of cargo, cargo holds, carrier rejection, non-release or additional costs arising from incomplete, incorrect, late or missing documents.

9.4. If SHIPPING FREIGHT COMPANY B.V. assists with customs-related formalities, such assistance shall be performed based on information and documents supplied by the customer and shall not relieve the customer from responsibility for accuracy and compliance.

10. Chargeable Weight, Re-Weighing and Re-Measurement

10.1. All air freight rates are based on chargeable weight, calculated according to applicable airline, IATA, carrier, industry or quotation standards, unless otherwise stated in writing.

10.2. The chargeable weight may be based on actual gross weight, volumetric weight or another applicable carrier calculation method, whichever is greater or otherwise applicable.

10.3. Prior to movement, each shipment may be subject to re-weighing and re-measurement by SHIPPING FREIGHT COMPANY B.V., airlines, ground handling agents, airport terminals, customs authorities or designated subcontractors.

10.4. If the actual cargo weight, volumetric weight, dimensions, commodity, cargo nature, packaging or other freight characteristics differ from the information originally provided, the quotation shall be revised accordingly and all additional charges shall be for the account of the customer.

11. Packaging, Marking and Suitability of Cargo

11.1. The customer warrants that all goods are properly packed, marked, labelled, secured, palletized where applicable and prepared for international air transportation, road transport, handling, loading, unloading, screening, airport storage and onward movement.

11.2. Packaging must be suitable for normal transport risks, handling operations, airport procedures, security screening, stacking, vibration, temperature exposure and multimodal movement.

11.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for loss, damage, delay, refusal, rejection or additional charges resulting from insufficient, unsuitable, defective or non-compliant packaging.

11.4. The customer shall be liable for any damage, injury, fines, penalties, delay or additional costs caused by improper packing, labelling, marking, securing or preparation of the goods.

12. Dangerous Goods, Lithium Batteries and Restricted Cargo

12.1. Dangerous goods, hazardous cargo, lithium batteries, chemicals, flammable goods, explosives, radioactive material, corrosive goods, toxic substances, magnetized material, biological substances or any restricted cargo may not be tendered without prior written disclosure and written acceptance by SHIPPING FREIGHT COMPANY B.V. and the relevant airline or carrier.

12.2. The customer must provide all required dangerous goods declarations, safety data sheets, classifications, UN numbers, packing group details, lithium battery declarations, emergency instructions, labels, marks and documentation.

12.3. SHIPPING FREIGHT COMPANY B.V. may refuse, suspend, cancel, return or hold any shipment if dangerous, restricted or regulated cargo has not been properly declared, documented, packed, marked, labelled or accepted by the relevant carrier.

12.4. The customer shall indemnify SHIPPING FREIGHT COMPANY B.V. against all claims, fines, penalties, damage, loss, delay, emergency costs, environmental costs, aircraft-related costs, handling costs and legal costs arising from dangerous goods, lithium batteries or restricted cargo.

13. Temperature-Controlled, Perishable and Special Cargo

13.1. Temperature-controlled, refrigerated, frozen, pharmaceutical, medical, perishable, high-value, fragile, oversized, time-critical, live animal or other special cargo must be declared in writing before booking.

13.2. The customer must provide all required temperature settings, tolerances, handling instructions, cargo specifications, packaging instructions and special requirements.

13.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for temperature deviation, carrier refusal, airport delay, handling delay, improper pre-cooling, incorrect settings, packaging failure, power interruption, storage condition, delay or damage unless such liability cannot be excluded under mandatory law.

13.4. Any special handling, temperature monitoring, dry ice, active container, passive packaging, survey, inspection, storage, screening or handling costs shall be for the account of the customer.

14. Sanctions, Export Control and Trade Compliance

14.1. The customer warrants that all goods, parties, documents, transactions, countries, origin, destination, routing, end-users and shipment-related activities comply with all applicable sanctions laws, export control regulations, customs regulations, aviation security rules, trade compliance requirements and governmental restrictions.

14.2. This includes, without limitation, regulations imposed by the European Union, the United States, the United Kingdom, the United Nations and any other applicable authority.

14.3. The customer warrants that neither the customer, shipper, consignee, notify party, beneficial owner, end-user, supplier, buyer, cargo owner nor any other party involved in the shipment is subject to applicable sanctions or trade restrictions.

14.4. SHIPPING FREIGHT COMPANY B.V. reserves the right to screen shipment parties, cargo details, documents, routing and transactions against applicable sanctions, compliance databases and internal compliance procedures.

14.5. SHIPPING FREIGHT COMPANY B.V. may refuse, suspend, hold, inspect, return, cancel or terminate any shipment without liability if compliance concerns arise.

14.6. The customer shall be responsible for all fines, penalties, customs claims, duties, taxes, seizures, delays, storage, inspections, legal costs and third-party claims arising from non-compliance.

15. Security Screening and Inspection

15.1. SHIPPING FREIGHT COMPANY B.V., airlines, air carriers, airport authorities, ground handling agents, customs authorities, governmental authorities and other authorized parties may inspect, scan, x-ray, open, examine, weigh, measure, verify or screen cargo where required.

15.2. All costs, delays, storage, handling charges, re-packing, re-sealing, inspection costs and related expenses arising from such inspection or security measures shall be for the account of the customer.

15.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for loss, damage, delay, refusal of cargo or additional costs resulting from inspections, customs examinations, aviation security checks, screening procedures or governmental actions.

16. Subcontractors and Third-Party Terms

16.1. SHIPPING FREIGHT COMPANY B.V. has the unrestricted right to select, appoint, substitute and subcontract any Third Party necessary or appropriate for the performance of the Services.

16.2. The customer authorizes SHIPPING FREIGHT COMPANY B.V. to engage Third Parties and to accept their terms and conditions, tariffs, air waybills, house air waybills, master air waybills, warehouse terms, handling conditions, terminal rules, carrier conditions and liability limitations on behalf of and at the risk and expense of the customer.

16.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for any act, omission, delay, default, negligence, insolvency, operational failure or breach by any Third Party, except to the extent liability cannot be excluded under mandatory law.

16.4. All claims related to physical carriage, airport operations, storage, security screening, customs inspections, handling or inland transportation may be subject to the terms and liability limitations of the relevant performing Third Party.

17. Freight, Charges and Rate Adjustments

17.1. Freight and Charges shall be payable in accordance with the quotation, booking confirmation, invoice or agreed payment terms.

17.2. All quotations are subject to surcharges, accessorial and third-party charges applicable at the time of shipment execution, including but not limited to fuel surcharge, security surcharge, airline handling charges, airport terminal charges, screening fees, customs-related charges, storage, x-ray charges, dangerous goods fees, lithium battery fees, oversized cargo fees, remote area charges and other carrier or third-party costs.

17.3. If any cost factor increases between the date of quotation and the date of shipment execution, SHIPPING FREIGHT COMPANY B.V. reserves the right to pass such increase to the customer.

17.4. All foreign services are quoted based on exchange rates applicable at the time of quotation and may be adjusted due to exchange rate fluctuations, banking charges or currency conversion costs.

17.5. Unless expressly agreed otherwise in writing, duties, taxes, VAT, customs duties, governmental charges, inspections, customs examinations, storage and third-party charges are not included in freight quotations.

18. Payment and Release of Cargo

18.1. All invoices issued by SHIPPING FREIGHT COMPANY B.V. are payable strictly in accordance with the payment terms stated on the invoice.

18.2. Unless otherwise agreed in writing, all freight, local charges, customs-related charges, duties, taxes, storage, handling, security fees, airline charges and related costs must be paid before cargo release, document release, delivery order release or final delivery.

18.3. SHIPPING FREIGHT COMPANY B.V. reserves the right to suspend services, withhold cargo, documents, air waybills, release instructions, delivery orders or shipment information in the event of overdue balances, payment disputes, insufficient credit approval, exceeded credit limits or any outstanding financial obligations.

18.4. Payment to a third party, broker, agent or intermediary shall not be deemed payment to SHIPPING FREIGHT COMPANY B.V. unless such party has been expressly authorized in writing by SHIPPING FREIGHT COMPANY B.V. to receive payment on its behalf.

18.5. All legal fees, debt collection costs, recovery expenses, storage costs, carrier penalties, airline charges, airport charges, administrative costs and third-party costs incurred due to late payment, non-payment or breach by the customer shall be recoverable from the customer.

19. Lien

19.1. SHIPPING FREIGHT COMPANY B.V. shall have a general and continuing lien over all goods, documents, funds and cargo-related materials in its possession or control for all amounts owed by the customer, Merchant or cargo interests.

19.2. Such lien shall secure all freight, charges, duties, taxes, advances, storage, handling, security fees, legal costs, collection costs and any other amounts due to SHIPPING FREIGHT COMPANY B.V., whether related to the specific shipment or to any other shipment or service.

19.3. SHIPPING FREIGHT COMPANY B.V. may exercise, enforce or transfer such lien in accordance with applicable law and the FENEX Conditions.

19.4. Any storage, preservation, enforcement, sale, auction, legal or recovery costs incurred in connection with the lien shall be for the account of the customer.

20. Cargo Insurance

20.1. Cargo insurance is not automatically included unless expressly confirmed in writing by SHIPPING FREIGHT COMPANY B.V.

20.2. If cargo insurance is requested by the customer and accepted by SHIPPING FREIGHT COMPANY B.V., such insurance shall be arranged subject to the terms, conditions, exclusions, deductibles and limitations of the relevant insurer.

20.3. If the customer declines or fails to request cargo insurance, the shipment shall move at the customer's own risk and subject to the liability limitations applicable under the FENEX Conditions, relevant Air Waybill, airline conditions, international conventions and mandatory law.

20.4. The customer acknowledges that liability limitations may be significantly lower than the commercial, invoice or replacement value of the goods.

21. Montreal Convention, Warsaw Convention and Carrier Liability

21.1. International carriage by air may be subject to the Montreal Convention, Warsaw Convention or other applicable mandatory laws.

21.2. The liability of the actual air carrier for loss of, damage to, or delay of cargo shall be determined by the applicable convention, Air Waybill, airline conditions of carriage, applicable tariffs and mandatory law.

21.3. Unless a higher value is declared by the shipper and accepted by the relevant carrier, and any applicable supplementary charge is paid, the liability of the actual air carrier may be limited by the applicable convention or mandatory law.

21.4. Where the Montreal Convention applies, liability for cargo may be limited to the applicable SDR amount per kilogram in force at the relevant time under the Convention, unless a higher value is declared and accepted in accordance with the applicable rules.

21.5. SHIPPING FREIGHT COMPANY B.V. does not assume liability as an air carrier by referring to or arranging carriage under an Air Waybill, House Air Waybill, Master Air Waybill or airline transport document.

22. Liability of SHIPPING FREIGHT COMPANY B.V.

22.1. SHIPPING FREIGHT COMPANY B.V. shall only be liable to the extent liability arises under the applicable FENEX Conditions or mandatory applicable law.

22.2. SHIPPING FREIGHT COMPANY B.V. shall not be liable for acts, omissions, defaults, delays, loss, damage, refusal, offloading, rejection, storage, screening, inspection, negligence or insolvency of Third Parties, except to the extent such liability cannot be excluded under mandatory law.

22.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for indirect loss, consequential loss, loss of profit, loss of market, loss of sales, loss of production, loss of business opportunity, contractual penalties, reputational damage or any other indirect or consequential damage.

22.4. SHIPPING FREIGHT COMPANY B.V. shall not be liable for delay unless mandatory law provides otherwise.

22.5. If SHIPPING FREIGHT COMPANY B.V. is found liable, its liability shall be limited in accordance with the FENEX Conditions and any applicable mandatory conventions or laws.

23. Liability of Airlines and Other Performing Parties

23.1. Where the loss, damage, delay, refusal, offloading, rejection or claim occurred during a stage of carriage or handling performed by an airline, air carrier, airport terminal, ground handling agent, warehouse, customs broker, road carrier or other Third Party, the liability of such party shall be determined by its own terms and conditions and by any applicable mandatory convention or law.

23.2. Such conventions may include, where applicable, the Montreal Convention, Warsaw Convention, CMR Convention or other mandatory transport regimes.

23.3. SHIPPING FREIGHT COMPANY B.V. may, at its discretion and without assuming liability, assist the customer in presenting claims to airlines, carriers, insurers or other Third Parties.

24. Notice of Claims

24.1. The customer must notify SHIPPING FREIGHT COMPANY B.V. in writing immediately upon discovery of any loss, damage, shortage, delay, customs issue, delivery discrepancy or potential claim.

24.2. Visible loss or damage must be noted at the time of delivery on the relevant delivery document, proof of delivery, air cargo release, terminal receipt, CMR or other receipt document.

24.3. Failure to provide timely written notice and supporting documents may prejudice or invalidate the customer's claim.

24.4. The customer must provide all relevant documents, including commercial invoices, packing lists, photos, delivery notes, survey reports, claim statements, customs documents, transport documents and evidence of cargo value.

24.5. Claims against airlines or performing carriers may be subject to strict time limits under the relevant Air Waybill, carrier conditions, Montreal Convention, Warsaw Convention or mandatory law.

25. Carrier Claim Deadlines

25.1. Where the Montreal Convention, Warsaw Convention or the applicable Air Waybill conditions apply, written complaints against the relevant air carrier may be subject to the following time limits:

- a. in the case of damage to cargo, immediately after discovery and at the latest within fourteen (14) days from the date of receipt of the cargo;
- b. in the case of delay, within twenty-one (21) days from the date on which the cargo was placed at the disposal of the person entitled to delivery;
- c. in the case of non-delivery, within the applicable time limits set out in the relevant Air Waybill, airline conditions of carriage or mandatory law.

25.2. Any rights to damages against an air carrier may be extinguished unless an action is brought within the applicable limitation period under the relevant convention, Air Waybill conditions or mandatory law.

25.3. The customer is responsible for protecting all applicable claim deadlines against airlines, carriers, insurers, terminals and Third Parties.

26. Delay and No Guaranteed Delivery

26.1. SHIPPING FREIGHT COMPANY B.V. does not guarantee aircraft departure, aircraft arrival, cargo availability, customs clearance time, airport release, delivery time or final delivery date.

26.2. Any ETD, ETA, transit time, delivery date or schedule provided is indicative only.

26.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for delay caused by airlines, carriers, terminals, warehouses, customs authorities, airport congestion, weather, strikes, aircraft capacity, security checks, equipment shortages, documentation issues, compliance checks, governmental measures or other circumstances beyond its reasonable control.

27. Force Majeure

27.1. SHIPPING FREIGHT COMPANY B.V. shall not be liable for failure, delay, disruption, cost increase or non-performance caused by circumstances beyond its reasonable control.

27.2. Such circumstances include, without limitation, war, terrorism, sanctions, embargoes, strikes, labor disputes, airport congestion, terminal congestion, airline cancellations, aircraft delays, capacity shortages, customs holds, governmental measures, pandemics, epidemics, natural disasters, severe weather, cyber incidents, accidents, fire, explosions, civil unrest, security alerts and market disruptions.

27.3. In such circumstances, SHIPPING FREIGHT COMPANY B.V. may amend, suspend, cancel, re-route, re-quote or renegotiate any service, quotation or booking without liability.

28. Abandoned, Unclaimed or Refused Cargo

28.1. If cargo is refused, abandoned, unclaimed, not cleared, not collected or not delivered due to customer default, consignee refusal, customs issue, documentation issue, compliance issue or any other reason not caused by SHIPPING FREIGHT COMPANY B.V., all resulting charges shall be for the account of the customer.

28.2. Such charges may include storage, handling, return freight, airline charges, airport charges, customs penalties, legal costs, terminal charges, disposal costs, destruction costs and third-party charges.

28.3. SHIPPING FREIGHT COMPANY B.V. may take such measures as it considers commercially reasonable to protect its position and mitigate further costs, including arranging storage, return, disposal or sale, subject to applicable law and the FENEX Conditions.

29. Confidentiality

29.1. All quotations, rates, pricing structures, carrier details, routing solutions, commercial conditions, operational methods, customer-specific arrangements and business information provided by SHIPPING FREIGHT COMPANY B.V. are confidential.

29.2. The customer shall not disclose such information to competitors, carriers, agents, brokers, intermediaries or third parties without prior written consent from SHIPPING FREIGHT COMPANY B.V.

29.3. Unauthorized use, copying, forwarding, disclosure or distribution of quotations or commercial information is strictly prohibited.

30. Electronic Communication and Acceptance

30.1. The customer accepts that email, online forms, CRM portals, electronic signatures, digital approvals, booking instructions and other electronic communications may be used for operational and contractual purposes.

30.2. Instructions, approvals, confirmations or acceptances sent electronically shall be treated as valid and binding unless the customer immediately objects in writing.

30.3. SHIPPING FREIGHT COMPANY B.V. shall be entitled to rely on instructions received from the customer's employees, representatives, agents, email addresses, systems or authorized communication channels.

31. Indemnity

31.1. The customer shall indemnify and hold SHIPPING FREIGHT COMPANY B.V. harmless against all claims, losses, penalties, fines, liabilities, damages, costs and expenses arising from:

- a. inaccurate cargo information;
 - b. incorrect or late documents;
 - c. customs or regulatory non-compliance;
 - d. sanctions or export control violations;
 - e. dangerous goods, lithium batteries or undeclared cargo;
 - f. improper packing, marking, labelling or securing;
 - g. incorrect weight, dimensions or chargeable weight information;
 - h. non-payment or late payment;
 - i. abandoned, refused or unclaimed cargo;
 - j. claims by shippers, consignees, cargo owners or third parties;
 - k. any breach of these Terms by the customer or Merchant.
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32. No Waiver

32.1. Failure by SHIPPING FREIGHT COMPANY B.V. to enforce any provision of these Terms shall not constitute a waiver of that provision or of any other right.

32.2. Any waiver, amendment or deviation from these Terms shall be valid only if expressly agreed in writing by an authorized representative of SHIPPING FREIGHT COMPANY B.V.

33. Severability

33.1. If any provision of these Terms is held to be invalid, unlawful or unenforceable, the remaining provisions shall remain valid and enforceable.

33.2. The invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the commercial and legal intention of the original provision.

34. Governing Law and Dispute Resolution

34.1. These Terms, and all services performed or arranged by SHIPPING FREIGHT COMPANY B.V., shall be governed by Dutch law, unless mandatory law provides otherwise.

34.2. Any dispute arising out of or in connection with quotations, bookings, services, invoices, cargo, claims or any other activity performed or arranged by SHIPPING FREIGHT COMPANY B.V. shall be resolved in accordance with the dispute resolution provisions of the applicable FENEX Conditions, including the arbitration clause, unless mandatory law provides otherwise.

34.3. SHIPPING FREIGHT COMPANY B.V. reserves the right to bring debt collection proceedings, payment claims, lien enforcement actions or urgent protective measures before any competent court where permitted by applicable law.

35. Entire Agreement

35.1. These Terms, together with the applicable quotation, booking confirmation, invoice, FENEX Conditions, carrier terms and any written agreement signed by SHIPPING FREIGHT COMPANY B.V., constitute the contractual framework governing the Services.

35.2. In the event of inconsistency between these Terms and any customer purchase order, customer standard terms, email footer, portal terms or other customer document, these Terms shall prevail unless SHIPPING FREIGHT COMPANY B.V. expressly agrees otherwise in writing.

35.3. Customer terms and conditions shall not apply unless expressly accepted in writing by SHIPPING FREIGHT COMPANY B.V.

36. Company Details

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