TERMS & CONDITIONS WERE ADOPTED FROM THE

CYPRUS FREIGHT FORWARDERS & LOGISTICS ASSOSIATION

- The Customer's attention is drawn to the Clauses hereof which exclude or limit KIVOTOS SHIPPING & LOGISTICS LIMITED (hereinafter referred to as, "the Company") liability and those which require the Customer to indemnify the Company in certain circumstances. Definitions:

 1. In these Conditions:

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- "In these Conditions:
 "Company" trading under the Cyprus Freight forwarders and Logistics Association Terms and
 Conditions.
 "Conditions" means the entire undertakings, terms, conditions and clauses embodied herein.
 "person" includes persons or any Body or Bodies Corporate.
 "the Owner" means the owner of the goods (including any packaging, containers or equipment), to which
 any business concluded under these Conditions relates and any other who is or may become interested in them.
 "Custome" means any person at whose request or on whose behalf the Company undertakes any business, or provides
 advice, information or services.
- means a statement of the Customer's specific requirements.
- Headings
 Headings of Clauses or groups of Clauses are for indicative purposes only.

- *Customer* means any person at whose request or on whose behalf the Company undertakes any business, or provides advice, information or services.

 Instructions means a statement of the Customer's specific requirements.

 2. Headings of Clauses or groups of Clauses are for indicative purposes only.

 Application

 3. (a) Subject to advantagingshe (ii) and (i) below, all and any activities of the Company in the Course of Business whether (iii) and the control of the con

- marking are appropriate to any operations or transactions affecting the goods and the characteristics of the goods.

 (G) Where the goods are carried in or on containers, trailers, flats, tilts, railway wagons, tanks, gloos, or any other unit load device specifically constructed for the carriage of goods by land, se a or air, (each hereafter individually referred to as "transport unit") then, save where the Company has accepted instructions as principal to load the transport unit, the Customer warrants.

 (i) that the transport unit has been properly and competentlyloaded;
 (ii) that the transport unit is in a suitable condition to carry the goods loaded therein (save to such extent as the Company has approved the suitability of the transport unit;
 14. The Customer shall indemnify the Company in respect of any claims of ageneral average nature which may be made on it and shall provide such security as may be required by the Company in this connection.

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 15. The Company's role of the company in the company in the company in the company shall be relieved of all and any liability in respect of such claim.

 16. (A) Subject to Clauses 21 and 23 below, in the absence of specific agreement between the Customer and the Company, the Company shall be entitled to procure the carriage, storage, packing or handling of the goods as an Agent subject to these Conditions or to provide any or all of its services as a principal contractor.

 18. The offer and acceptance of a fixed price for the accomplishment of any task shall not itself determine whether such task is to be a raraged by the Company acting as Agent or to be provided by the Company acting as Agent or to be provided by the Company acting as Agent or to be provided by the Company acting as Agent or to be provided by the Company acting as a contracting principal.

- whether such task is to be arranged by the Company acturing as regent to 100 to provide any contracting principal.

 (C) When acting as an Agent, the Company does not make or purport to make any contract with the Customer for the carriage, storage, packing or handling of any goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing contracts with third parties so that direct contractural relationships are established between the Customer and such third parties.

 (D) The Company shall on demand by the Customer provide evidence of any contract entered into as Agent for the Customer. Insofar as the Company may be in default of this boligation it shall be deemed to have contracted with the Customer as a principal for the performance of the Customer's instructions.
- contracted with the Customer as a principal for the performance of the Customer's instructions. Company's General Conditions of all liability whatsoever howsoever arising in respect of any service provided for the 17. The Company shall be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought and written notice thereof given to the Company within nine months from the date of any event or occurrence alleged to give rise to a cause of action against the Company.

- 17. The Company shall be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought and written notice thereof given to the Company within nine months from the date of any event or occurrence alleged to give rise to a cause of action against the Company within nine months from the date of any event or occurrence alleged to give rise to a cause of action against the Company within nine months from the date of any event or occurrence alleged to give rise to a cause of action against the Company accepts no responsibility for departure or arrival dates of goods.

 19. (All If delivery of the goods or or any part thereof is not taken by the Customer, Consignee or Owner, at the time and place when and where the Company is entitled to call upon such person to take delivery thereof, the Company in respect of the goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage if paid for or payable by the Company or any part thereof at the sole risk of the Customer, where upon the liability of the Company in respect of the goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage if paid for prayable by the Company or any Agent or subcontractor of the Company.

 (a) on a 21 days notice in writing to the Customer, or where the Customer to the Company.

 (a) on a 21 days notice in writing to the Customer, or where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the goods, any goods which have been held by the Company for 90 days and which cannot be delivered as instructed, and (b) without prior notice, goods which have perished, deteriorated or are in immediate prospect of doing so in amene which has acused or may reasonably be expected to cause loss or damage.

 (ii) The Company shall give appropriate credit to the Customer for a

- whatsoever, howsoever arising, whether the action be founded in contract tort or otherwise.
 Company's Special Conditions relating to Particular Goods
 26. Except following instructions previously received in writing and accepted by the Company, the Company will
 not accept or deal with goods of a dangerous or damaging nature, nor with goods likely to harbour or encourage vermin
 or other pests. If such goods are accepted pursuant to special arrangement and then in the opinion
 of the Company whey constitute a risk to other goods, propertly, life or health, the Company all where
 deal with the goods.
 27. Should any Customer otherwise than under special arrangements previously made in writing as set in Clause 26 above
 deliver to the Company or cause the Company to deal with or handle goods of a dangerous
 or damaging nature, or goods likely to harbour or encourage vermin or other pests, he shall be liable for all
 loss or damage arising in connection with such goods and shall indemnify the Company against all penalties, claims,
 damages, costs and expenses whatsoever arising in connection therewith, and the goods may be dealt with in such
 a for a company and a company to the goods and shall indemnify the Company against all penalties, claims,
 damages, costs and expenses whatsoever arising in connection therewith, and the goods may be dealt with in such
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- reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of goods.

 35. (A) When and to the extent that the Company has contracted as principal for the performance of any services, it undertakes to perform and/or in its own name to procure the performance of those services, and subject always to the totality of these Conditions accepts liability for loss of or damage to goods taken into its charge accurring between the time when it takes the goods into its charge and the time when the Company is entitled to call upon the (8) The Company shall be deemed to have taken the goods into its charge when they have been received by the Company of have been released or handed over by the Customer or any person acting on behalf of the Customer to any person acting on behalf of the Customer to any person acting on behalf of the Company in accordance with any directions of the Company for the performance of the Customer's instructions.

 Limitations of Labilities.

 25. All the company shall be relieved of liability for any loss or damage and the company shall be relieved of liabilities and the care of the customer, or person other than the Company acting on behalf of the Customer, or of the person from whom the Company took the goods incharge;

 (b) insufficiency of the packing and/or marks and/or labels and/or numbers save where the Company had undertaken to carry out the packing, application of marks or labelling or numbering of the goods;
 (c) handling, loading, stowage or unloading of the goods by the Customer or any person acting on behalf of the Customer, or of the packing and/or marks and/or labels and/or numbers as we where the Company had undertaken to carry out the packing, application of marks or labelling or numbering of the goods;
 (c) handling, loading, stowage or unloading of the goods by the Customer or any person acting on behalf of the

- (c) handling, loading, stowage the Customer. (d) inherent vice of thegoods

- the Lustomer.

 (I) (ii) the lock out, stoppage or restraint of labour the consequences of which the Company was unable to word by the exercise of reasonable diligence:

 (I) any cause or event which the Company was unable to avoid and the consequences whereof the Company was unable to prevent by the exercise of reasonable diligence.

 The burden of proving that the loss or damage was due to one or more of the above causes or events shall rest upon the Company.

 37. (A) Subject Colause 3 above and sub-clauses (D) and (F) below the Company's liability howsoever arising and not with standing that the cause of loss or damage be unexplained shall not exceed

 (i) in the case of claims for loss or damage to good. By fault or omission of the Company, or

 (b) a sum at the rate of one Special Drawing Rights as defined by the International Monetary Fund, (hereinafter referred to as SDR's), per kilo of gross weight of any goods lost or damaged whichever shall be the least.

 (ii) in the case of all otherclaims

 (ii) the case of all otherclaims

 (ii) the rate of one SDR's per kilo of the gross weight of the goods the subject of the said transaction, or company and its Customer, or consideration of the sound the subject of the relevant transaction or considerations.
- a sum at the rate of one SDR's per kilo of the gross weight of the goods the subject of the sain saction, or (c) 10,000 SDR's in respect of any one transaction whichever shall be the least. the purposes of paras (i) and (ii) above the value of the goods shall be their value at the place and time are delivered to the Consignee in accordance with the relevant transaction between the Company and suctioner or should have been so delivered. SDR's shall be calculated as at the date when the claim was first notified to
- they are delivered to use songle to should have been so delivered. SDR's shall be calculated as as the business of the Company in writing.

 the Company in writing.

 As a substitute of the bowe, and sub-clauses (D) and (F) below the Company's liability for loss or damage (as a substitute of believer or arrange delivery of goods in a reasonable time or (where there is a special arrangement under Clause 18) to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant (as the company of t
- as a result of failure to deliver or arrange cenvery or goous me resolutions to the control and under Clause 18 to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant transaction.

 (C) Save in appear of such loss or damage as is referred to a tub. Clause (8) and subject to Clause 3 above (1) as the control of the company shall not in any circumstances whatever be liable for indirect or consequential loss such as (but not limited to) loss of market or the consequences of delay or deviation howevercaused (1) By special arrangement agreed in writing the Company and accept liability in excess of the limits set out in sub-clauses (A) to (C) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company is additional charges for accepting such increased liability. Details of the Company is additional charges for accepting such increased liability. Details of the Company is additional charges will be provided upon request. (E) if expressly instructed so to do in writing by the Customer, the Company will use its best endeavours in accordance with Charges 1 hereof to procure insurance (where available) to indemnify the Customer in expect of any loss which he may suffer in excess of the amounts recoverable in accordance with these (C) in any case where in accordance with these Conditions, the Company is fallable to pay compensation in respect of loss or damage to goods, and it is known where such loss or damage occurred, the extend and the amount of the liability in respect of such loss or damage shall be determined by the provisions contained in any applicable convention or law which provisions.

 (i) cannot be departed from by private contract to the detriment of Claimant; and (ii) would have applied if the Claimant had made a separate and direct contract with the actual provider had received as widence thereof any particular o

- the places of departure and destination) shown under requested routing and/or those places shown in carners the places of departure and destination) shown under requested routing and/or those places shown in carners the places of departure and destination) shown under requested routing and/or those places shown in carners the place of the place in the address of the first carriers the airport of departure. Miscellaneous

 3. The Customer shall pay to the Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set off.

 40. Despite the acceptance by the Company of instructions to collect freight, duties, charges or other expenses from the Consignee or any other person the Customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by 41. (A) Subject to sub-clause (B) hereof the Company shall have a general lien on all goods and documents relating to goods in its possession, custody or control for all sums due to at any time from the Customer or Owner, and shall be entitled to sell or dispose of such goods or documents as agent for and at the expense of the Customer and apply the proceeds in or towards the payment of such sums on 28 days notice in writing to the Customer. Upon accounting to the Customer for any balance remaining after payment of any sum due to the Company and the costs of sale or disposal the Company due to the Company and the costs of sale or disposal the Company of the Customer for any balance remaining after payment of any sum due to the Company and the costs of sale or disposal the Company due to the Company shall be entitled to retain and be paid all brokerages commissions allowances and other remunerations customarily retained by or paid to freightforwarders.

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 43. The Cyprus Couls allowed for freightforwarders.

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 44. The Cyprus Couls allowed fo