



## GENERAL CONDITIONS

1. All activities of NAVITRANS SA, Nyon, Switzerland, not limited to ship broker, freight broker/forwarder, ship agent, husbandry agent, custom broker, bunker agent and all activities and/or services related thereto (hereafter the “Services”) shall be exclusively and solely governed by the present General Conditions (hereafter the “General Conditions”) which shall be deemed accepted at the time of ordering.
2. The Principal (i.e. the party ordering the Services) which term includes its successors and assigns hereby agrees that the present General Conditions shall apply to any order placed with NAVITRANS SA , even though no reference to the General Conditions has been made.

No special or other general terms of the Principal shall take precedence over the General Conditions without prior written acceptance by NAVITRANS SA.

3. Orders shall be transmitted from Principal to NAVITRANS SA in writing (which includes electronic means). If it is transmitted orally or by telephone, the Principal shall bear the risks of incorrect or incomplete transmission until NAVITRANS SA has received written confirmation.  
The order shall contain all the data required for carrying it out properly, such as and in particular information relating to goods subject to regulation (like but not limited to, hazardous or dangerous goods in case of transportation) and goods that require special handling (including but not limited to OOG cargo, valuable goods, etc).
4. NAVITRANS SA shall act as agent only on Principal’s instructions, account and risk. NAVITRANS SA shall carry out business and select any kind of contractor either directly or through its agents with care and diligence as is customary in the different markets and countries.

Every sub-agent of NAVITRANS SA shall be deemed to be an integral part of this contract and shall be entitled to the same rights, exemptions from liability and defenses as NAVITRANS SA under these General Conditions.

5. NAVITRANS SA shall be authorized to make at its discretion all steps necessary for the fulfillment of the Services, namely to enter into agreements with third parties as agent of the Principal at usual market conditions.
6. All offers submitted by NAVITRANS SA are made without prejudice and subject to alteration. All offers are valid for 30 (thirty) days.
7. Prices (quotations) are calculated based on information supplied by the Principal, particularly taking into consideration the Services to be performed. If one or more of these elements are modified after prices have been quoted – including quotations by NAVITRANS SA’s subcontractors – in a way that is binding on NAVITRANS SA and based on evidence provided by NAVITRANS SA, the original quoted prices will be modified accordingly and NAVITRANS shall have the right to refuse performance. The same is applicable in the event of any unforeseen circumstance resulting in one of the Services elements being changed.  
Prices do not include charges, duties, fees and taxes due in accordance with any legislation, in particular fiscal and customs related (such as, but not limited to excise duties, import duties, etc.). NAVITRANS SA’s prices are considered net of any withholding tax or any offset. If requested in writing by the Principal, those charges, duties, fees and taxes will be paid by NAVITRANS SA and invoiced to the Principal according to agreed terms.
8. At no time and under no circumstances, will NAVITRANS SA be committed to put up guarantees, securities, bonds, advance monies of any kind, or to make payments unless cover and/or security is provide by Principal timely in cash as requested by NAVITRANS SA.  
Whenever NAVITRANS SA advances guarantees, securities, freight, costs, expenses, disbursements, dues, etc. an additional commission payable by Principals will become due.
9. NAVITRANS SA is responsible for the choice and instructions of the contractors such as carriers, operators, services companies, etc., but shall be relieved from liability, if the choice was done as per market standard

and the received written instructions have been transmitted to the contractor, etc., in accordance with the received order from Principal.

NAVITRANS SA's liability as agent of the Principal, and for Services, shall be limited to a maximum of USD 10'000 (United States dollars ten thousand) for any one event.

In case of delay, if the parties to the contract have stipulated in writing a liability of NAVITRANS SA for delay and the claimant proves that damage has resulted there from, NAVITRANS SA shall pay compensation for such damage not exceeding the lesser of USD 10'000 (United States dollars ten thousand) or the price for the respective Service.

10. The defenses and limit of liability provided for in these General Conditions shall apply in any action against NAVITRANS SA whether the action be founded in contract or in tort.
11. NAVITRANS SA shall not be liable in respect of any consequential loss or damage, such as loss of profit, loss of client, depreciation or conventional fines. NAVITRANS SA shall not be liable for any loss on exchange of currencies.
12. NAVITRANS SA's liabilities may not be engaged in all cases of force majeure such as but not limited to act of God, act of government, strike, stoppage in transit, blocking of ports, war, criminal action, civil disturbances, bad weather conditions, accidents of any kind, etc. or any other event beyond NAVITRANS SA's control.
13. Within 48 (forty-eight) hours after the Services are performed, the Principal shall send due reservations in writing.
14. Any claim against NAVITRANS SA must be brought before the competent court within 6 (six) months running from the date the damage occurred or in case of non-performance from the date the Service had to be performed, failing which all such claims shall be automatically forfeited.
15. Down payments received in a foreign currency and/or collected amounts for freight, harbor dues, bunkers/bunkering, supplies, costs and expenses of all kinds, etc. may be converted into the contractual currency at the exchange rate of the day of their due date and entered into the current account with Principal accordingly.
16. For the contracted Services, NAVITRANS SA will receive from Principal a remuneration to be agreed upon. Principal is fully and finally liable for all outlays, expenses, debentures, costs, advanced amounts (see para. 7 and 8) of any kind made by NAVITRANS SA in fulfillment of the business received. NAVITRANS SA's Principal is deemed to be the person/company owing the remuneration.
17. NAVITRANS SA's invoices are payable within 30 (thirty) days running from the date of issuance according to the payment instructions indicated in the invoice without any deduction, counter-claim or set-off. The interest rate applied in case of late payment is 5 % (five percent) per year. If an invoice is not protested within 5 (five) working days of issuance it shall be deemed as accepted in full. Any protest beyond 5 (five) working days shall have no effect. Any timely notice, protesting an invoice shall set out in sufficient detail such amount disputed, the undisputed amount has to be settled within the payment period as per above.
18. All NAVITRANS SA's obligations to remit monies of any kind and/or assets of any quality to Principal and/or consignee shall always be subject to NAVITRANS SA's right to a general and a particular lien and pledge, to withhold same and/or exercise a lien upon them by means of free sale pending full and final settlement of any and all of NAVITRANS SA's invoices. Such rights will be exercised by NAVITRANS SA at Principal's cost and risk.
19. NAVITRANS SA shall not take out cargo insurance without the Principal's prior written and repeated order for each Service asked to NAVITRANS SA, indicating the risks and values to be covered. If such an order is given, NAVITRANS SA, acting on behalf of the Principal, shall subscribe an insurance policy with an insurance company known to be solvent during the period of insurance coverage. Unless specifically specified otherwise in writing, only ordinary risks (excluding war and strike risks shall be insured). Acting, in this specific case, as an agent, NAVITRANS SA shall in no way be considered as the insurer. The terms and conditions of the insurance policy are deemed to be known and approved by the Principal who shall bear the cost. An insurance certificate shall be issued, as required.
20. Each provision of these General Conditions is distinct and severable, the one from the other, and if at any time any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining provisions shall be of full force and effect.
21. **As to validity, interpretation and performance of all business accepted by NAVITRANS SA, Swiss law shall apply exclusive of any rules of conflict of laws. All claims shall exclusively be brought before the competent court of the City of Geneva, Switzerland.**