

STANDARD TRADING CONDITIONS FOR FREIGHT FORWARDING AND LOGISTICS SERVICES

As Amended on – 24 August 2026

1. Definitions and Interpretation

1.1 “Company” means SAP Global Logistics and its permitted successors and assigns.

1.2 “Customer” means the person, firm or company requesting or receiving Services from the Company, whether as principal, shipper, consignee, owner, exporter, importer, agent or otherwise.

1.3 “Owner” means the owner of the Goods and every person having or claiming any interest in the Goods.

1.4 “Goods” includes merchandise, cargo, packaging, pallets, containers and other transport units supplied by or on behalf of the Customer, except where expressly excluded.

1.5 “Services” means freight forwarding, arranging or performing carriage, consolidation, deconsolidation, customs-related coordination, documentation, packing, stuffing, lashing, storage, handling, delivery, logistics and ancillary services.

1.6 “Carrier” means any ocean carrier, airline, road carrier, rail operator, warehouseman, terminal, port, depot, consolidator, subcontractor or other service provider engaged in connection with the Services.

1.7 “Applicable Law” means all applicable statutes, regulations, rules, notifications, port/terminal requirements, sanctions, customs requirements and mandatory conventions applicable to the Services or Goods.

1.8 “in writing” includes email and other electronic communications capable of being retained and reproduced.

2. Application and Incorporation

2.1 All Services undertaken by the Company are subject to these Conditions unless expressly agreed otherwise in a written contract signed by an authorised representative of the Company.

2.2 These Conditions apply whether the Company acts as agent or principal, except to the extent a mandatory law, convention or the terms of an expressly issued transport document require otherwise.

2.3 The Customer accepts these Conditions by placing an order, confirming a quotation, tendering Goods, accepting Services, accepting a transport document, or making payment against an invoice.

2.4 No oral statement, trade custom or course of dealing shall amend these Conditions unless expressly agreed in writing by an authorised representative of the Company.

2.5 If any mandatory law or convention applies compulsorily, that law or convention shall prevail to the extent of the inconsistency. Nothing in these Conditions is intended to exclude or reduce a liability that cannot lawfully be excluded or reduced.

3. Role of the Company: Agent or Principal

3.1 The Company may act either as agent or as principal. The capacity in which the Company acts shall be determined from the relevant quotation, booking confirmation, transport document and surrounding circumstances.

3.2 Where the Company acts as agent, it arranges Services on behalf of the Customer and shall exercise reasonable care in selecting and instructing third-party service providers. The Company shall not be responsible for the acts or omissions of such third parties except to the extent liability is imposed on the Company by Applicable Law or arises from the Company's own failure to exercise the required care.

3.3 Where the Company expressly undertakes carriage or another service as principal, the Company shall be responsible for that service subject to these Conditions, the applicable transport document and any mandatory law or convention.

3.4 Issuance of the Company's own transport document, or an express undertaking by the Company to assume carrier liability, may constitute the Company as principal/carrier for the relevant service.

3.5 Unless expressly guaranteed in writing, the Company does not guarantee a particular carrier, vessel, voyage, routing, transit time, sailing date, arrival date or delivery date.

3.6 The Company may select or substitute routes, modes, carriers, subcontractors, terminals and facilities where reasonably necessary for the performance of the Services, subject to the Customer's lawful and material instructions.

4. Customer's Authority and Obligations

4.1 The Customer warrants that it is the owner of the Goods or is duly authorised by the Owner and all persons interested in the Goods to enter into the contract and accept these Conditions.

4.2 The Customer warrants that all descriptions, marks, numbers, quantities, weights, dimensions, values, classifications, HS codes, dangerous-goods declarations and other information supplied to the Company are complete and accurate.

4.3 The Customer shall provide all documents, permits, licences, certificates, declarations, approvals, export/import authorisations and instructions reasonably required for the Services in sufficient time.

4.4 The Customer remains responsible for compliance with Applicable Law relating to the Goods, including customs, export control, sanctions, product standards, labelling, packaging and dangerous-goods requirements.

4.5 The Customer shall promptly notify the Company of any special characteristic of the Goods, including perishability, temperature sensitivity, fragility, high value, hazardous properties, security requirements or unusual dimensions/weight.

4.6 The Customer shall indemnify the Company against loss, penalties, duties, taxes, claims, costs and expenses arising from inaccurate, incomplete or misleading information or from breach of these obligations, except to the extent caused by the Company's own actionable fault.

5. Quotations, Bookings and Charges

5.1 Quotations are based on the information available at the time of quotation and are subject to availability, acceptance, space, equipment and prevailing carrier/port/terminal conditions.

5.2 Unless expressly stated otherwise, quotations exclude taxes, duties, customs charges, port/terminal charges, storage, demurrage, detention, inspection, survey, fumigation, special handling, waiting time, re-weighment, re-measurement, cancellation and other third-party or government charges.

5.3 Charges may be revised where there is a change in freight, fuel, exchange rates, government levies, carrier surcharges, port/terminal charges or other costs outside the Company's reasonable control.

5.4 Transit times and schedules are estimates only unless the Company expressly guarantees a delivery date in writing.

5.5 A booking is subject to the availability and acceptance of the relevant Carrier and to the Customer providing cargo details, equipment requirements and documents within the required time.

5.6 For ODC/OWC, project, heavy-lift, flat-rack, open-top or special-equipment cargo, the quotation is conditional upon the declared dimensions, weight, centre of gravity, cargo distribution and lashing/stowage arrangements remaining materially unchanged.

6. Payment and Credit

6.1 Invoices are payable within the credit period stated on the invoice or, if none is stated, immediately upon presentation.

6.2 The Customer shall not withhold, deduct or set off payment because of any disputed claim unless the Company has expressly agreed otherwise in writing.

6.3 Where the Company is instructed to collect freight, duties, charges or other sums from a consignee or third party, the Customer remains liable for all such amounts until they are received in cleared funds by the Company.

6.4 The Company may require advance payment or a deposit for freight, duties, taxes, port charges, storage, demurrage, detention or other anticipated expenses.

6.5 Overdue amounts shall bear interest at the rate stated on the Company's invoice or, if no rate is stated, at 18% per annum, subject to Applicable Law.

6.6 The Company may suspend further Services, refuse delivery, retain documents or exercise its lien where amounts due remain unpaid.

7. Cargo Packing, Stuffing, Lashing and Special Cargo

7.1 Unless the Company expressly accepts responsibility as principal for packing, stuffing, securing or lashing, the Customer remains responsible for the suitability and adequacy of such operations.

7.2 Where the Company arranges packing, stuffing, lashing, choking, securing or survey through its employees, agents or approved vendors, the Company may act either as principal or as agent as stated in the quotation/booking.

7.3 The Customer shall provide accurate cargo dimensions, weight, centre of gravity, lifting points and securing requirements. Cargo shall be evenly distributed and shall not impose unsafe point loads or exceed equipment limits.

7.4 For ODC/OWC, heavy-lift, project and flat-rack cargo, the Company may require a competent surveyor's lashing/securing certificate and photographs before dispatch or sailing.

7.5 If additional securing, survey, re-stuffing, repacking or remedial work is required for safety, carrier acceptance or regulatory compliance, the cost shall be for the Customer's account, unless caused solely by the Company's actionable fault.

7.6 Wood packaging material shall comply with ISPM 15 and all applicable phytosanitary requirements. Any resulting rejection, treatment, return, destruction, storage, penalty or other cost shall be for the Customer's account where caused by non-compliance.

8. Dangerous, Hazardous, Perishable and Valuable Goods

8.1 Dangerous or hazardous Goods shall not be tendered without prior written disclosure and acceptance by the Company.

8.2 The Customer shall provide accurate classification, UN number, proper shipping name, packing group, flash point, safety data sheet, declarations, labels and other information required by Applicable Law and the relevant Carrier.

8.3 If Goods are tendered without proper declaration, or are incorrectly declared, the Company may refuse, isolate, return, destroy or otherwise deal with them where reasonably necessary to protect persons, property, the environment or other cargo. The Customer shall bear resulting costs and liabilities, except to the extent caused by the Company's own actionable fault.

8.4 Unless expressly accepted in writing, the Company is not obliged to handle bullion, cash, securities, precious stones, jewellery, works of art, antiques, live animals, plants, temperature-controlled Goods or other high-value/special cargo.

8.5 Perishable or temperature-sensitive Goods are carried subject to the Customer providing appropriate packaging, temperature instructions, equipment and contingency requirements. Unless expressly guaranteed, the Company does not warrant continuous temperature control.

9. Customs, Sanctions and Regulatory Compliance

9.1 The Customer is responsible for the legality of the shipment and for obtaining all licences, permits, certificates, approvals and authorisations required for export, import, transit and delivery.

9.2 The Customer shall comply with all applicable sanctions, embargoes, export controls, anti-bribery laws, customs laws and trade restrictions and shall not instruct the Company to undertake an unlawful transaction.

9.3 The Company may refuse, suspend or terminate any transaction where it reasonably believes that performance may breach Applicable Law, sanctions, export controls or Carrier requirements.

9.4 The Customer shall provide information reasonably requested for KYC, sanctions screening, customs and regulatory compliance.

9.5 The Customer shall indemnify the Company against liabilities, penalties, costs and expenses arising from the Customer's breach of Applicable Law or from inaccurate or incomplete regulatory information, except to the extent caused by the Company's own actionable fault.

10. Insurance

10.1 The Customer is responsible for arranging adequate cargo insurance unless the Company expressly agrees in writing to procure insurance on the Customer's behalf.

10.2 The Company shall not be liable for uninsured cargo value, loss of profit or other exposure merely because the Customer elected not to insure the Goods.

10.3 Where the Company arranges insurance, it acts subject to the insurer's terms, conditions, exclusions and claims procedures. The Company does not guarantee the insurer's acceptance of a claim.

11. Storage, Delivery, Abandonment and Disposal

11.1 The Company may store Goods at a warehouse, depot, terminal or other suitable facility where reasonably necessary. Storage and related charges shall be for the Customer's account.

11.2 Where Goods cannot be delivered because of incorrect/incomplete documentation, refusal by the consignee, unpaid charges, customs restrictions or other

circumstances attributable to the Customer, the Company may arrange storage, return, re-export or disposal as permitted by Applicable Law.

11.3 Perishable or dangerous Goods may be disposed of or otherwise dealt with without prior notice where reasonably necessary to prevent injury, damage, deterioration or regulatory breach.

11.4 For other Goods, the Company shall, where reasonably practicable, give the Customer reasonable written notice before disposal or sale and shall comply with Applicable Law.

11.5 The Customer remains liable for freight, storage, demurrage, detention, disposal, legal and other reasonable costs arising from non-delivery or abandonment.

12. Lien and Right of Retention

12.1 The Company shall have a particular and general lien and right to retain Goods and documents in its possession or control for all sums due from the Customer in connection with the Goods and, where permitted by Applicable Law, for the general balance owed by the Customer.

12.2 If amounts remain unpaid after reasonable written notice, the Company may exercise any right of sale or disposal available under Applicable Law and apply the proceeds toward the outstanding amounts and reasonable enforcement costs.

12.3 Exercise of lien shall not release the Customer from any remaining liability.

13. Liability – General Principles

13.1 The Company shall be liable only to the extent loss is caused by the Company's failure to exercise the degree of care required by the applicable contract, law or convention.

13.2 Where the Company acts solely as agent, it shall not be liable for the acts or omissions of a Carrier or other third party selected with reasonable care, except to the extent Applicable Law imposes liability on the Company or the loss results from the Company's own actionable fault.

13.3 Where the Company acts as principal, it shall be responsible for the relevant Service subject to the liability regime applicable to that Service and these Conditions.

13.4 Nothing in these Conditions excludes liability for fraud, wilful misconduct or any liability which cannot lawfully be excluded or limited.

14. Liability Limits and Applicable Transport Regimes

14.1 Where a mandatory international convention, statute or other law applies to the relevant carriage or service, the Company shall be entitled to the exclusions, defences, immunities and limits of liability available under that regime.

14.2 For multimodal transport governed by the Multimodal Transportation of Goods Act, 1993, the Company's liability shall be subject to the Act, including its provisions concerning the basis of liability, package/kilogram limits, delay, loss of limitation and limitation of actions.

14.3 Where the stage of loss or damage is known, the liability regime mandatorily applicable to that stage may apply in accordance with Applicable Law.

14.4 Where no mandatory liability regime applies, liability for loss of or damage to Goods shall, subject to the exclusions in these Conditions, be limited to the lesser of the actual proven value of the Goods lost or damaged and an amount equivalent to 2 SDR per kilogram of the gross weight of the Goods lost or damaged, unless a higher liability has been expressly agreed in writing for an additional charge.

14.5 Liability for delay, where legally recoverable and not otherwise governed by a mandatory regime, shall be limited to the freight charges relating to the Service giving rise to the delay.

14.6 The Company shall not be liable for indirect, special, punitive or consequential loss, including loss of profit, market, production, contract, revenue or goodwill, except to the extent such exclusion is prohibited by Applicable Law.

14.7 The Company shall not lose the benefit of any contractual limitation merely because the cause of the loss is unexplained. However, any statutory or contractual rule depriving the Company of limitation because of fraud, wilful misconduct or intentional/reckless conduct shall prevail.

15. Force Majeure and Operational Disruption

15.1 The Company shall not be liable for failure or delay caused by circumstances beyond its reasonable control, including natural disasters, severe weather, fire, epidemic/pandemic, war, terrorism, riots, civil disturbance, strikes, lockouts, port

congestion or closure, carrier cancellation, equipment shortages, cyber incidents, government action, sanctions, customs intervention, fuel shortages, power failures or infrastructure disruption.

15.2 The Company shall take reasonable steps to mitigate the effects of such events but shall not be required to incur disproportionate expense or assume obligations beyond those reasonably contemplated by the Services.

15.3 If performance becomes impracticable or unlawful, the Company may suspend, reroute, store, return or otherwise deal with the Goods as reasonably necessary.

16. General Average and Salvage

16.1 Where Goods are carried by sea and a General Average is declared, the Customer shall provide any security reasonably required for the release of the Goods, subject to the applicable carriage contract and law.

16.2 The Company shall be entitled to recover from the Customer any General Average, salvage, security, contribution or related expense for which the Customer or the Goods are responsible under the applicable contract or law.

17. Claims and Time Limits

17.1 Any visible loss or damage should be notified to the Company and the Carrier at the time of delivery and recorded on the delivery receipt, tally, consignment note or other relevant document.

17.2 Any concealed loss or damage should be notified in writing as soon as reasonably practicable after discovery.

17.3 Claims shall be submitted with reasonable supporting evidence, including transport documents, invoices, packing lists, photographs, survey reports and evidence of value.

17.4 Any contractual notice period or limitation period stated in a mandatory law, convention or transport document shall apply notwithstanding these Conditions.

17.5 Subject to Applicable Law, any claim against the Company shall be brought within the applicable statutory limitation period. Nothing in these Conditions is intended to extend or reduce a mandatory statutory limitation period.

18. Indemnities

18.1 The Customer shall indemnify the Company against loss, damage, liabilities, penalties, duties, taxes, fines, costs and reasonable legal expenses arising from the Customer's breach of these Conditions, inaccurate information, unlawful or undeclared Goods, inadequate packing, loading or securing, or breach of Applicable Law.

18.2 The indemnity shall not apply to the extent the relevant loss is finally determined to have resulted from the Company's fraud, wilful misconduct or liability that cannot lawfully be transferred to the Customer.

18.3 Where the Company enters into a contract with a Carrier or other third party on the Customer's behalf, the Customer shall be responsible for obligations that properly fall upon the Customer under that third-party contract.

19. Subcontracting and Group Companies

19.1 The Company may subcontract or delegate any part of the Services to competent third parties.

19.2 The Company may procure Services from group companies, agents, subcontractors, carriers, terminals, warehouses and other service providers.

19.3 Nothing in this clause imposes on a subcontractor or group company a liability greater than that accepted by the Company under these Conditions, except where mandatory law provides otherwise.

20. Confidentiality and Electronic Communications

20.1 Each party shall use reasonable care to protect confidential commercial information received from the other party, subject to disclosures required by law, regulators, insurers, carriers, banks, professional advisers or other parties reasonably involved in the Services.

20.2 The Customer acknowledges the ordinary risks of electronic communications and authorises the Company to communicate and exchange operational documents electronically.

20.3 The Company may process personal and commercial information to perform the Services, comply with law and manage its business relationships, subject to Applicable Law.

21. Variation, Severability and Waiver

21.1 No variation of these Conditions shall be effective unless made in writing by an authorised representative of the Company, except that the Company may update operational charges, schedules and service-specific requirements in the ordinary course.

21.2 If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in effect.

21.3 A waiver of any breach shall not constitute a waiver of any subsequent or continuing breach.

22. Governing Law and Jurisdiction

22.1 These Conditions and the contracts to which they apply shall be governed by the laws of India.

22.2 Subject to any mandatory jurisdictional provision, the parties submit to the exclusive jurisdiction of the competent courts at Mumbai, Maharashtra.

22.3 Nothing in this clause prevents the Company from commencing proceedings in another jurisdiction where necessary to enforce a lien, obtain urgent relief, recover possession of Goods or enforce a judgment, to the extent permitted by law.

23. Priority of Documents

23.1 In the event of conflict, the following order of priority shall apply: (a) mandatory Applicable Law or convention; (b) the express terms of a transport document issued for the relevant carriage; (c) a specific written service contract signed by the Company; (d) these Conditions; and (e) the Company's quotation/booking terms, except to the extent the quotation expressly states that a specific term overrides these Conditions.

23.2 These Conditions shall not override mandatory terms of an applicable transport document, carrier bill of lading/air waybill, multimodal transport document or other statutory transport document.

24. Acceptance

24.1 The Customer's placement of business, tender of Goods, acceptance of a quotation or use of the Services constitutes acceptance of these Conditions.

24.2 The Customer confirms that it has had a reasonable opportunity to read these Conditions and, where it contracts as agent, that it is authorised to bind the Owner and other persons interested in the Goods.

End of Standard Trading Conditions