[HPS LOGO]

General Trading Terms and Conditions

Effective Date: 01 January 2026

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions the following words shall have the following meanings:

"Charges" includes all charges set out in the Supplier's published tariff and any other charges imposed by the Supplier from time to time;

"Computer System" means the computer system used by the Supplier for customs clearance and inventory control of imports and exports, and any electronic data system that may succeed it. For the purpose of these Terms and Conditions Computer System also includes any additional electronic systems or interactive services provided by or on behalf of the Supplier for use by the Customer;

"Customer" includes any person who:

(a) visits the Dock Estate;

(b) is the Owner of Goods or Equipment delivered, brought into or come howsoever to be upon the Dock Estate;

(c) is the Owner, master or crew of or a passenger on a Ship which enters the Dock Estate;

(d) by itself, its employees, contractors or agents avails itself or seeks to avail itself of any facility or Services provided by the Supplier;

"Dock Estate" means the container terminal and the port premises at Norvik, Nynäshamn, Sweden;

"Dock Manager" means any manager duly appointed from time to time by the Supplier to be in charge of a department, division or operation at or on the Dock Estate and/or the dock master and shall include his deputies and assistants;

"Equipment" means any plant, machinery, container, package, case, pallet, vehicle (private or commercial), trailer, truck, train or wagon of any description;

"Goods" means cargo of whatever nature;

"Owner":

(a) when used with reference to Goods or Equipment includes the owner, container owner, container lessee, agent, bailee, consignor, consolidator, consignee, freight operating company or other person in charge of the Goods or Equipment and their respective agents in relation thereto;

(b) when used with reference to any Ship includes the registered owner, agent, charterer (time, voyage or demise), line operator, manager, master or other person in charge of the Ship; and

(c) when used with reference to any road or rail vehicles includes the owner, agent, driver or other person in charge of the vehicle.

"Port Authority" means Stockholms Hamn AB;

"Services" means any operation, work or services performed or provided by the Supplier in connection with Goods, Equipment or a Ship and in particular with the berthing, unberthing, moving and servicing or repairing of any Ship or Equipment, the shipping and unshipping of Goods, the sorting, weighing, marking, checking, recording, coopering, storing, devanning or revanning and general handling and movement of Goods and Equipment by road, rail or otherwise and the embarking, disembarking and movement of crews and passengers;

"Ship" means a ship constructed to carry containers and fit to be handled by a container gantry crane and a quay crane with standard spreader; and

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"Supplier" means Hutchison Ports Sweden AB trading as Hutchison Ports Stockholm, the entity providing the Services.

1.1 Where the context so admits or requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders.

1.2 Clause headings are for ease of reference and do not form part of or affect the interpretation of these Terms and Conditions.

1.3 References to each party herein include references to its successors in title and permitted assignees and novatees.

1.4 Any phrase introduced by the terms "including", "include", "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.

1.5 Any reference to "person" includes any natural person, company, body corporate or unincorporate, or other judicial person, partnership, firm, joint venture or trust.

1.6 References to any statute or statutory provision shall be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, reenacted or replaced except to the extent that any amendment, consolidation, modification, extension, re-enactment or replacement after the date the parties entered into a relationship would extend or increase the Supplier's liability.

1.7 In the event that any liability or duty arising hereunder attaches to more than one "Customer" or more than one "Owner" such liability or duty shall be joint and several.

2. APPLICATION OF CONDITIONS

2.1 Save as otherwise specifically provided, these Terms and Conditions shall apply:

(a) to all Services performed by the Supplier whether directly or indirectly and whether within the area of the Dock Estate or elsewhere; and

(b) to all or any physical access by any person or vehicle to or from the Dock Estate; and

(c) to all other relationships, whether contractual or otherwise and whether created with or without the agreement of the Supplier.

2.2 In the absence of express acceptance by the Customer of these Terms and Conditions, acceptance shall be implied in the event of the entry or delivery of any Ship, person, Goods or Equipment into or onto the Dock Estate and/or the submission of any documentation via the Computer System or otherwise or oral application to the Supplier for entry to the Dock Estate or for any Services or the use of any facility by or on behalf of any Customer.

2.3 Subject to clause 2.5, no terms or conditions whether express or implied which are at variance with these Terms and Conditions shall apply. These Terms and Conditions shall constitute the entire agreement between the Supplier and the Customer and supersede any previous agreement or arrangement between them relating to the subject matter hereof and it is expressly declared that no variation to these Terms and Conditions shall be effective unless made in writing and signed by the duly authorised representatives of both parties.

2.4 Where the Customer is issued with any security pass or identification card in connection with its access to the Dock Estate, the Customer shall comply with any terms and conditions governing the use of such security pass or identification card.

2.5 The Supplier may issue separate terms and conditions governing the provision of specialist services. Unless specified otherwise in writing, such additional terms and conditions shall apply in respect of the specialist services and these Terms and Conditions shall continue to apply to the extent they are applicable.

3. PROVISION OF SERVICES

3.1 The Supplier warrants that the Services shall be carried out with all reasonable skill and care.

3.2 The Supplier shall exercise all reasonable dispatch in executing orders for its Services but will not

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be liable for any delay whatsoever, howsoever caused.

3.3 Goods and Equipment which for any reason cannot be delivered at the time of landing ex-ship or ex-train will be placed on the quay, in a transit shed or elsewhere within the Dock Estate at the expense and sole risk of the Customer. The Charges for transit shed and quay rental will be charged.

3.4 The Supplier reserves the right to:

(a) appoint subcontractors to perform all or any part of the Services;

(b) at any time before it commences the performance of any Services, serve written notice on the Customer declining to undertake the performance of such Services and giving reasons for so declining;

(c) suspend the provision of any Services in the event of any breach of these Terms and Conditions by the Customer;

(d) suspend the provision of any Services in the event that the Supplier reasonably believes the Customer is attempting to damage or disrupt the Computer System or any other electronic system provided by or on behalf of the Supplier.

3.5 Subject to clause 8, in the event the Supplier declines to perform the Services or suspends performance of the Services in accordance with clauses 3.4 (c) or 3.4 (d) respectively, the Supplier shall not have any liability. In the case of the Supplier declining to perform any Services by written notice in accordance with clause 3.4(b), for any reason other than its own inability to perform the Services, the Customer shall, at its own expense, remove any Goods or Equipment from the Supplier's premises within 30 days of the date of said notice failing which the Supplier may so remove them at the expense and risk of the Customer. In the event the Supplier suspends provision of the Services in accordance with clauses 3.4 (c) or 3.4 (d) and declines to recommence the provision of the Services, the Supplier shall notify the Customer and the Customer shall, at its own expense, remove any Goods or Equipment from the Supplier's premises within 30 days of the date of said notice failing which the Supplier may so remove them at the expense and risk of the Customer.

3.6 The Customer acknowledges and agrees that the Supplier has absolute discretion in the allocation of berths, rail terminal capacity, quay plant, machinery, labour and storage space.

3.7 The acceptance by the Supplier of Goods for shipment or carriage by rail does not imply that such Goods will be shipped or carried by rail. The acceptance or refusal of Goods for shipment or carriage by rail is the responsibility of the Owner and not the Supplier.

4. CUSTOMER'S WARRANTIES

4.1 Each Customer which avails itself of any Services provided by the Supplier in respect of any Goods, Equipment or Ship warrants to the Supplier that it has the authority of all persons having any title to or interest in such Goods, Equipment or Ship to accept these Terms and Conditions on their behalf as well as on its own behalf as principal and has specifically notified these Terms and Conditions to such persons. Finance companies, lessors and others having or claiming to have title to or an interest in such Goods, Equipment or Ship are advised that unless the Supplier is notified in writing of their title or interest in any particular Goods, Equipment or Ship prior to the commencement of any relationship between the Supplier and the Customer, these Terms and Conditions shall be deemed to have been accepted with the authority of such persons. Such persons' rights over and in respect of the Goods, Equipment or Ship shall be subordinated to the rights of the Supplier hereunder.

4.2 The Customer warrants that the rights, exceptions, defences and limits available to the Customer either by statute or by contractual terms are extended to the Supplier (as employee, agent or contractor).

4.3 The Customer warrants that its employees (and those of any agents or contractors it may engage) are properly trained and competent (which for this purpose, includes the ability competently to read and speak Swedish) to carry out the tasks at any time assigned to them including in relation to the giving of any instructions to the Supplier or the inputting of any information into any electronic

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service or system operated or managed by or on behalf of the Supplier whether such instruction or input of information is given in writing, orally, electronically or by any other means. The Customer further and separately warrants that such persons have the full authority to give such instructions or input such information.

4.4 The Customer warrants that it shall obtain and maintain at its own expense, all necessary licences and authorisations and comply with all applicable laws, regulations, regulatory requirements and codes of practice relating to the carriage, handling and movement of the Goods and or Equipment.

4.5 The Customer warrants (unless otherwise specified in writing to the Dock Manager) that any Goods, Equipment or Ship which it delivers, directs to or causes to be upon the Dock Estate:

(a) are not dangerous, hazardous, poisonous or flammable or liable to become so in the form in which they are delivered and/or in which they are to remain while on the Dock Estate;

(b) are not toxic or liable to give off any injurious emission, including dust, gas, fumes, liquid or radiation;

(c) are not infested, verminous, rotten or subject to fungal attack and not liable to become so while on the Dock Estate;

(d) are not overheated or under-heated or liable to become so while on the Dock Estate;

(e) will not contaminate or cause danger, injury, pollution or damage to any person or any other Goods, Equipment or Ship or the Dock Estate or the water or air adjacent thereto;

(f) do not require for their safekeeping any special protection (other than as may be agreed in writing between the Supplier and the Customer) arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism or proximity to other goods or from their flammability but will remain safe if left standing in the open on the Dock Estate or in covered accommodation (if agreed with the Supplier);

(g) contain no unauthorised controlled drugs, contraband, pornographic or other illegal matter;

(h) are properly and sufficiently packed and marked in accordance with all applicable laws, regulations, regulatory requirements and codes of practice and accurately documented and labelled for all shipping, cargo handling, dispatch, customs and like purposes;

(i) are fit for their intended purpose and are in a fit and proper condition to be handled or otherwise dealt with by the Supplier, its equipment and its employees, agents and contractors.

4.6 The Customer warrants that it shall immediately inform the Dock Manager of any occurrence or incident which might affect the safe and efficient operation of the Dock Estate or other persons at the Dock Estate or result in adverse environmental impact and shall take, at its own cost, such reasonable steps to control or eliminate any danger or inconvenience as may be required by the Supplier. Without prejudice to the foregoing, the Customer shall indemnify the Supplier in respect of any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) whether directly or indirectly incurred by the Supplier arising from such occurrence or incident unless the occurrence or incident has been caused by the negligence of the Supplier.

4.7 The Customer warrants that it shall not use any radio frequency or radio equipment whilst on the Dock Estate without the prior written consent of the Supplier except that the Customer may use marine band and radar radio frequencies.

5. HAZARDOUS GOODS AND WASTE

5.1 No waste material or Goods of a dangerous, hazardous or poisonous nature will be handled by the Supplier except by prior agreement with the Supplier's dangerous goods officer and then only in accordance with the conditions prescribed by him and all applicable laws, regulations, regulatory requirements and codes of practice. The Supplier's policy for handling such material can be provided upon request.

5.2 The Customer warrants that any waste material or Goods of a dangerous, hazardous or poisonous nature are properly marked with any warning as to the hazardous nature of any contents and the precautions to be taken in handling the same (in the event of the escape of anything injurious therefrom) as may be necessary to ensure the safety and health of all persons likely to handle or come into contact with the same.

6. DOCUMENTATION, FORMALITIES AND SEALS

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6.1 The Customer shall provide documentation submissions including manifests, delivery orders, suborders, shipping notes/advices, consignment notes, documents of title, goods handling instructions and orders for any Services to the Supplier or to the Computer System (where the facility for submission is generally available), and such submissions shall be subject to the Dock Manager's written approval before the Services are required to be performed. Any order given orally must be confirmed in writing within 24 hours.

6.2 The Supplier shall not be liable for any failure, disruption or other malfunction of the Computer System.

6.3 The Customer shall be entirely responsible for formalities and procedures prescribed by the relevant customs authority, the relevant Port Authority, or other statutory, government or local government department. The Supplier shall not be liable for any acts or omissions of any of the foregoing bodies.

6.4 The Customer or its agent must provide the Supplier in writing with the estimated date and time of arrival of the Ship at the berth and the outline stowage and discharging plan or similar document indicating the moves per hatch by container size to be performed by the Supplier no later than midday on the last non-holiday working date prior to the day of the scheduled arrival of the Ship. Any changes to the information provided which occur after the time expressed in this clause will result in additional Charges for the Customer.

6.5 The Customer shall arrange availability in the container yard for all containers to be loaded on to the Ship upon arrival so that the Supplier will be able to maintain continuous and uninterrupted operation. Cut-off times for individual services shall be agreed between the Supplier and the Customer. Unless otherwise agreed between the parties, in respect of export containers, the Customer shall ensure the delivery of any export container at the container yard takes place on a working week day at least six (6) hours prior to scheduled commencement of the berthing window of the Ship that the container is to be loaded on. If an export container delivery takes place outside of the 6 hours prior to the scheduled commencement of the berthing window, the export container shall be subject to a 'Late Gate in' charge of SEK 1500 per container in accordance with the Charges of the Supplier.

7. IMPORT AND EXPORT GOODS

7.1 Authorisation for the removal of imported Goods and Equipment shall not be granted by the Supplier unless such Goods and Equipment are correctly released and cleared with no statutory authority holds applied via the Computer System, or local holds that may be applied via equipment control systems operated by or on behalf of the Supplier. Goods and Equipment which fall outside the scope of the Computer System shall be subject to acceptance of other documentation as prescribed from time to time by the Dock Manager so that the Goods and Equipment may be released to nominated persons.

7.2 All Goods and/or Equipment brought to the Dock Estate by road for shipment shall only be accepted if correctly notified to the appropriate personnel as instructed by the Supplier and arriving at the Dock Estate within the receiving period agreed by the Supplier. Any hazardous Goods must be approved by the Supplier and must include the IMDG class and UN number and the Goods shall be labelled in accordance with all applicable laws, regulations, regulatory requirements and codes of practice and accompanied by a duly authorised dangerous goods note. Goods must be accompanied by a standard shipping note, unit load note, dangerous goods note, vehicle condition report or temperature control document, as agreed with the Supplier not later than the arrival of trucks/lorries conveying such Goods and/or Equipment at the Dock Estate.

7.3 All Goods and/or Equipment brought to the Dock Estate by rail for shipment shall only be accepted if correctly notified to the Supplier and arriving at the Dock Estate within the receiving period agreed by the Supplier. Any hazardous Goods must be approved by the Supplier and must include the IMDG class and UN number and shall be labelled in accordance with all applicable laws, regulations, regulatory requirements and codes of practice and accompanied by a duly authorised dangerous goods note. Goods must be accompanied by a standard shipping note, unit load note, dangerous goods note, vehicle condition report or temperature control document, as agreed with the Supplier not later than the arrival of rail wagons conveying such Goods and/or Equipment at the Dock Estate. Prior notification must be given to the Supplier to allow any necessary wayleave or other arrangements to be made with Trafikverket or any other operator of rail services.

7.4 Subject to alternative arrangements being agreed in writing with the Supplier, a standard shipping note, unit load note, dangerous goods note, vehicle condition report, temperature control document or other document accompanying the Goods or Equipment must specify marks and number of packages, description of Goods, gross weight, any weight imbalances, cubic measurement, name of the Ship, port to which the Goods or Equipment are to be shipped, any special carriage or storage requirements of the Goods and the name and address of the Customer or Customer's agent to whom Charges are to be rendered.

7.5 The Customer shall be responsible for all import duties, export duties, fines, charges and imposts relating to the Goods. The Customer shall indemnify the Supplier against any claims made against the Supplier by the relevant customs or tax authorities (Tullverket and Skatteverket) and any other costs, charges and expenses

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in respect of any Goods under bond.

8. LIABILITY

8.1 The Supplier shall be exempt from all liability whatsoever for deficiency, loss, damage, delay, or misdelivery of or to Goods and/or Equipment and/or to a Ship however or whenever caused except upon proof by the Customer (otherwise than by evidence only of such deficiency, loss, damage, delay, or misdelivery) that the deficiency, loss, damage, delay or misdelivery was caused by the negligent or unlawful act or omission of the Supplier.

8.2 The Supplier shall have no liability whatsoever (whether for negligence or otherwise) for deficiency, loss, damage, or misdelivery or delay to a Ship and/or Equipment and/or Goods or any deficiency therein if the same arises out of or is caused by any of the following:

(a) force majeure (being an event reasonably outside of the control of the Supplier) including, storm, tempest, lightning, flood;

(b) fire (including steps taken for the extinguishment thereof), explosion, smoke;

(c) strikes, combinations, lockouts, go-slows, blockades, or other industrial action (whether lawful or not) by any person or anything done in the course of furtherance of a trade dispute;

(d) improper, insufficient, indistinct or erroneous marking or addressing of Goods or Equipment;

(e) improper or insufficient packaging of Goods or Equipment;

(f) any inherent vice or quality of the Goods or Equipment;

(g) any act of the Supplier, its employees, agents or contractors reasonably necessary for the safety or preservation of persons, the Dock Estate, a Ship and/or any Goods and Equipment;

(h) theft or wilful damage unless proved by the Customer to have been committed by the Supplier;

(i) vermin, insects, fungal attack, rot or corrosion;

(j) heat or cold;

(k) any act directly or indirectly occasioned by happening through or in consequence of war, threat of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, terrorism or acts of terrorism;

(l) any act of any person or persons acting on behalf of any organisation with activities directed towards the overthrow by force of any de jure or de facto government;

(m) civil disobedience at or in the vicinity of the Dock Estate;

(n) shortage of berthing space, labour, plant deficiency, fuel or power or secure covered storage accommodation;

(o) insufficient depth of water at any berth or the approaches thereto or the unsafe condition of any berth;

(p) late receipt of the customs or tax authority entries or deliveries or landing orders, disputes in respect of documents, or declarations made for entry purposes by or on behalf of any person, delay in passing the customs or tax authority's entries or obtaining clearance of the Goods, or omission of information from or an incorrect statement in any order to the Supplier relating to the Goods or Equipment;

(q) the total or partial failure of the Computer System or any other electronic services or systems offered at any time by or on behalf of the Supplier including the total or partial failure of any communication links with those services or systems;

(r) voluntary use of a grounding berth;

(s) human error on the part of the Supplier, its employees, agents or contractors in inputting any information into any electronic service or system operated or managed by the Supplier or its contractors;

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(t) compliance with the instructions of the custom or tax authorities or any other regulatory or statutory body;

(u) any other cause or event which the Supplier is unable to avoid and the consequences of which the Supplier is unable to prevent by the exercise of reasonable care.

8.3 The Supplier shall be under no liability whatsoever (whether for negligence or otherwise) for any delay (including delay to a Ship, Goods or Equipment) or the consequences thereof of for any loss of income, loss of profits or loss of contracts, hire costs, survey costs or for any indirect or consequential loss or damage of any kind, in each case howsoever arising and whether caused by negligence, breach of statutory duty, contract or otherwise.

8.4 Nothing in these Terms and Conditions shall exclude or in any way limit the Supplier's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law (such as breach of contract caused by wilful default or gross negligence).

8.5 Subject to clause 8.4, the total liability of the Supplier for any loss, damage, claim, cost and/or expense in respect of any one event or occurrence shall in no case be more than USD 8,000,000 and shall be the lowest of the following as applicable:

Ship:

(a) the value of that part or parts of the Ship to which the claim relates at the time of the damage or loss;

(b) the reasonable cost of repairs (as agreed between surveyors appointed by the Supplier and the Owner).

Equipment:

(a) the reasonable cost of repairs;

(b) the value of the Equipment to which the claim relates at the time of the damage or loss;

(c) the sum of: (i) USD 2,600 per dry van/general purpose container; (ii) USD 6,600 per refrigerated container; or (iii) USD 4,000 per any other unit of Equipment.

Goods:

(a) in the case of loss or damage to Goods arising out of the performance of the/a contract of carriage, the defences and limits available to the carrier under the said contract of carriage;

(b) the value of the Goods affected to which the claim relates; and if any claims in respect of a part consignment, then the value only of the part consignment as a proportion of the whole consignment;

(c) the reasonable cost of repairs;

(d) in any other case the sum of USD 1,700 per tonne (or pro rata for any part of a tonne) unless the nature and value of the Goods had been declared to the Supplier and the Supplier has agreed a higher limit of liability with the Owner (as evidenced in writing) prior to such Goods arriving at the Dock Estate.

8.6 Notwithstanding clause 8.5, the Supplier shall have the right, in any circumstance, to elect to rely on (in the alternative) any relevant statutory provision providing for limitation and/or exclusion of liability.

8.7 It is a condition precedent to the liability of the Supplier that the Supplier is notified in writing:

(a) of any damage alleged to have been caused to a Ship and to permit inspection thereof prior to sailing;

(b) within 30 days of their arrival at the Dock Estate (in the case of import Goods) or 60 days of their removal from the Dock Estate, of any alleged misdelivery or loss of or damage to Goods or any deficiency therein together with particulars of the nature and the amount of any claim to be made;

(c) of any damage alleged to have been caused to Equipment prior to such Equipment leaving the

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Dock Estate.

In any event the Supplier shall be entitled (and the Customer and Owner hereby grant permission) to inspect any such Goods or Equipment prior to their disposal or destruction by the Owner. The Customer and/or Owner shall not bring any claim in respect of any single incident below the de minimis limit of USD 130.

8.8 Notwithstanding the provisions of clause 8.7, the Supplier shall in any event be discharged of all liability whatsoever howsoever arising unless proceedings are brought within 12 months from the date of the event or occurrence alleged to have given rise to a cause of action against the Supplier.

8.9 The Supplier shall have the following powers in respect of Goods and Equipment abandoned on the Dock Estate:

(a) the power immediately to remove Goods and Equipment in the case of a hazard or other emergency (and to dispose of such Goods and Equipment where necessary) without notice;

(b) the power generally to remove, store, dispose of or sell Goods and Equipment on reasonable notice to the Customer (the length of such notice to be determined by the Supplier on a case by case basis),

and in each case to charge for the reasonable costs incurred in respect of the removal, storage and disposal of the Goods or Equipment.

8.10 These Terms and Conditions and in particular the limitations on liability are intended to inure for the benefit of both the Supplier and its employees, agents and contractors to which end the Supplier contracts on these Terms and Conditions on its own behalf and as agent for and trustee for the benefit of its employees, agents and contractors.

8.11 (a) The Supplier shall have a general, as well as a particular lien on all Goods, Equipment and documents relating to Goods and Equipment in its possession custody or control for all and any sums due to the Supplier at any time from the Customer or any other person interested in the Goods or Equipment whether in relation to the same Goods and Equipment or otherwise. The Supplier shall be entitled to sell or dispose of such Goods or Equipment or documents as agent for and at the expense of the Customer and apply the proceeds in or towards the payment of such sums upon 14 days' written notice to the Customer.

(b) In the event that any Goods or Equipment held pursuant to the lien under clause 8.11 (a) are perishable and in the view of the Dock Manager it is impracticable to give the notice required by clause 8.11 (a) because the Goods or Equipment will, or may, deteriorate in value during the delay occasioned by the giving of the notice, the Supplier may sell the Goods and Equipment without giving the said notice, but shall as soon as practicable inform the person to whom the notice would have been given of the action being taken.

(c) Upon accounting to the Customer for any balance remaining after payment of any sum due to the Supplier or its agents (including all costs) pursuant to clauses 8.11 (a) and (b) the Supplier shall be discharged of any liability whatsoever in respect of the Goods, Equipment or documents.

8.12 Where applicable, the Supplier's statutory right to detain a Ship shall (to the extent not already granted by statute) apply to all Charges due to the Supplier arising out of any call of the Ship including quay rent incurred by Goods or Equipment discharged from or awaiting loading onto the Ship.

8.13 If the Supplier handles any Goods or Equipment whose gross weight is incorrectly stated or if the Supplier handles Goods or Equipment whose gross weight exceeds the maximum gross weight appropriate for any handling equipment used (whether or not the Supplier knows at the time of such handling that the gross weight exceeds the appropriate gross weight for such handling equipment) such handling by the Supplier shall be at the sole risk of the person tendering the Equipment or Goods. In particular, subject to clause 8.4, the Supplier shall be exempt from all liability whatsoever for deficiency, loss, damage or misdelivery of or to the Goods or to the Equipment or for delay arising out of, caused or contributed to by the handling by the Supplier of the Goods or the Equipment and the person tendering the Goods or the Equipment shall be responsible for and shall indemnify the Supplier against all injury, loss or damage however or whenever caused and against all claims made against the Supplier for which it may be or become liable in respect of injury to persons or loss or damage to property arising out of or caused or contributed to by the handling by the Supplier of the Equipment and/or Goods. Should, as a result of such overloading, there be any failure of a load bearing part of any lifting appliance or of the Equipment, this is a reportable dangerous occurrence and may incur legal action. For the avoidance of doubt, the expression "the person tendering the Goods or the Equipment" includes in particular:

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(a) in the case of imported Equipment or Goods, the owner of the carrying Ship;

(b) in the case of Equipment or Goods for export, the exporter;

(c) in the case of Equipment or Goods for groupage Services, the Owner;

(d) in the case of Equipment or Goods discharged from a train, the freight operating company;

(e) in the case of Equipment or Goods loaded on to a train, the freight operating company.

8.14 The Customer shall be responsible for insuring the Goods and/or Equipment for any loss or damage which they may sustain within the Dock Estate.

9. INDEMNITY

The Customer shall be liable for and shall indemnify the Supplier against any and all fines, claims, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by the Supplier, its employees, servant, agents or subcontractors which arise out of or in connection with:

(a) the failure of the Customer to comply with any of these Terms and Conditions or taking any step which the Supplier shall consider to have been reasonably required to remedy the same or to comply with the requirements of any authority;

(b) any act, omission or instruction, misrepresentation, negligence, fraud, wilful misconduct or breach of statutory duty of the Customer, the Owner or any other person interested in the Goods, Equipment or Ship.

Any sums payable hereunder shall be chargeable to and payable by the Customer in addition to and subject to the same provisions as the Charges.

10. PAYMENT

10.1 Unless otherwise agreed in writing all Charges shall be paid within 20 days of invoice date.

10.2 The Customer or other person liable for the Supplier's Charges shall pay to the Supplier in cash or as otherwise agreed in writing all sums immediately when due without deduction, withholding, abatement, deferment on account of any counterclaim or set off.

10.3 All payments hereunder shall be in Swedish Krona.

10.4 Unless agreed otherwise, interest shall be payable upon all sums payable by the Customer which shall have become due and owing in accordance with the Swedish Interest Act.

10.5 In the event that any payment is not made within the periods set out in clause 10.1, or such other period as has been agreed in writing, then the Supplier shall be entitled to immediately recover from the Customer or other person liable for the Supplier's Charges all sums then due to or levied by the Supplier (including any accrued interest and other Charges properly levied in accordance with these Terms and Conditions) and all losses arising to the Supplier as a result of such nonpayment.

10.6 All sums payable under these Terms and Conditions are payable in full without deduction, withholding or setoff for any reason whatsoever and are exclusive of value added tax and any other duty or tax ("Tax") which, to the extent applicable, shall be payable by the Customer at the rate and in the manner from time to time prescribed by law. If the Supplier is required by the introduction of any change in, or in the interpretation of, any law, to make any payment to the tax or other competent authority on, or calculated by reference to the amount of, any Charges received or receivable by the Supplier from the Customer (i) the Supplier shall notify the Customer of such a requirement and issue the relevant invoice accordingly and (ii) the Customer shall upon receipt of the invoice pay any such Tax and any penalties thereto and interest thereon. For the avoidance of doubt, the Charges payable by the Customer in respect of which the relevant payment is required shall be increased to the extent necessary to ensure that, after the making of such payment, the Supplier receives a net sum equal to what it would have received had no such payment been required or made.

10.7 If the Customer ceases to trade (either in whole, or as to any part or division involved in the performance of these Terms and Conditions), or becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or

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arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or (being an individual) the Customer shall become bankrupt or make any composition or arrangement with its creditors, or anything analogous happens in any jurisdiction, then the Supplier shall be entitled to immediately recover from the Customer or any other person liable for the Supplier's Charges (notwithstanding that the periods stated above or any period of credit extended to the Customer may not have expired) all sums then due to the Supplier (including any accrued interest and other Charges properly levied in accordance with these Terms and Conditions) and all losses arising to the Supplier as a result of such circumstances arising.

10.8 Notwithstanding clause 10.7, if the Supplier reasonably considers that Charges levied or to be levied will not be paid within the periods stated in clause 10.1, the Supplier shall be entitled forthwith upon giving the Customer notice in writing, to withdraw any period of credit extended to the Customer or other person liable for the Supplier's Charges and to require payment of all such charges forthwith upon receipt of the said notice or subsequent invoice.

10.19 Any bona fide query to be raised by the Customer on any invoice issued by the Supplier shall be made in writing within 20 days of the date of the invoice or the Customer shall be deemed to have accepted the invoice.

11. GOVERNING LAW AND JURISDICTION

11.1 The construction, validity and performance of these Terms and Conditions shall be governed by the substantive laws of Sweden.

11.2 All claims or disputes arising out of or related to these Terms and Conditions shall be submitted to the jurisdiction of the Swedish courts provided that the Supplier shall have the right, as claimant, to initiate proceedings against the Customer either (a) in the jurisdiction of the courts of the country of the principal domicile of the Customer or (b) in the jurisdiction of the Courts of the country in which any Ship or other asset (including a bank account) of the Customer is or might at the instigation of the Supplier be detained or frozen.

12. GENERAL

12.1 The failure of the Supplier to enforce or to exercise at any time or for any period of time any term of or any right pursuant to these Terms and Conditions does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect the Supplier's right later to enforce or to exercise it.

12.2 If any provision of these Terms and Conditions is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Terms and Conditions and shall in no way affect the legality, validity or enforceability of the remaining terms.

12.3 The Supplier may update or amend any of these Terms and Conditions from time to time without notice.

12.4 The Customer represents and warrants that it and its agents, directors, employees, officers and sub-contractors shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption ("relevant regulations") and shall not engage in any activity, practice or conduct which would constitute an offence under any relevant regulations and the Customer represents and warrants that it shall have and shall maintain in place its own policies and procedures to ensure compliance with the relevant regulations.

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