



Valid for Quotations by:

a.hartrodt Ocean Services (M) sdn bhd.

Hartrodt Air Services (M) sdn bhd.

a.hartrodt malaysia sdn bhd.

-All business is conducted in accordance with our "Standard Trading Conditions (FMFF). A copy is available upon request or at <https://fmff.net/wp-content/uploads/2021/05/FMFF-STC-Final-24042021-1.pdf>

-Shipment is not insured unless specifically mentioned in writing by us. We strongly recommend insurance is purchased and please ask our team if a quotation is required. Our liability for claims is limited to claims based on mismanagement for the maximum amount of "Limited Liability" as per applicable international / local laws.

-Our quotation is exclusive of duties, tax, inspections, dangerous goods related surcharges, permits, port charges, storage / demurrage or any other 3rd party charges. Rates quoted are based on the cargo weights / measurements / volumes stated. Any variation may impact the final price and result in proportionate adjustment.

-Rates are quoted as per valid tariffs / conditions and are subject to change (VATOS). Business is conducted on a COD basis unless Credit Terms are approved and communicated in writing prior to the commencement of business.

-We reserve the right to charge monthly interest for unpaid overdue invoices.

-We act as agent for handling shipments, but are not physically executing and as such are not liable for claims for damage or loss of cargo. Such claims should be directed to the 3rd party (carrier, haulier, etc) found at fault or liable or responsible for such claim. This is subject to the carrier's terms and conditions.

-Consent is explicitly given for reception, usage and storage of data under PDP-Act 709 including transmission of data to 3rd parties relevant and required for business transaction and/or performance contained herein.

-Shipment is assumed to be non hazardous for transport by air/sea/road as per DOT/TDG/IMDG/ICAO/IATA and national regulations unless specifically mentioned. The shipper must declare any dangerous or potentially dangerous goods and must receive our written acknowledgement.

-Any booking cancellation will incur a cancellation charge (if applicable).

-Currency conversion in this quotation is based on today's rates of exchange. Final invoice will be based on exchange rates on the day of arrival / departure.

-Unless specifically mentioned, our collection / delivery service is based on a standard consol truck and is to curbside only. Collection / delivery point should have suitable access, parking and loading facilities. Tail-Gate trucks, manpower and other special handling services are available on request for additional cost.

-We reserve the right to decline any claims related to pandemic related reasons (this includes insured shipments).

Please refer to Appendix 1.

-We reserve the right to decline any claims related to cyber-attack / blackout related reasons (this includes insured shipments).

Please refer to Appendix 2.

-By accepting our service and / or requesting to us to proceed with a shipment or other service as per quotation, all charges quoted and the Terms and Conditions from FMFF and aforementioned are fully understood and contractually agreed and to which consented.

Appendix 1

Exclusion of Loss/Damage due to a Dangerous Communicable Disease

1. Notwithstanding other provisions in the contract and irrespective of contributory causes, we do not entertain claims for any loss/damage, liability, costs, or expenses caused by a dangerous communicable disease (or its pathogens or the toxins they produce) within the meaning set out in paragraph 2 that is classified as a pandemic or epidemic as per paragraphs 3 or 4, or caused by, resulting from, or in connection with a precautionary measure to prevent the (further) spread of the dangerous communicable disease within the meaning set out in paragraph 2, imposed by a government authority, in particular the closing of borders, quarantine measures, inbound or outbound travel restrictions, plant/business closures, export bans, prohibition from practising certain professions, disinfection of corporate premises/equipment, making available for alternative utilisation, or destruction of inventories or goods, or imposed by a third party involved in the legal or economic interest of the contractor, in particular the closure of port, handling or storing facilities.

2. A dangerous communicable disease means any disease caused by pathogens or the toxins they produce that are communicated to humans directly or indirectly and that may, due to its severe clinical course or its way of transmission, pose a grave danger for the general public.

3. A dangerous communicable disease is classified as a pandemic if the World Health Organization finds that the requirements for a public health emergency of international concern pursuant to Article 1 in conjunction with Annex 2 of the International Health Regulations 2005 of the World Health Organization, third edition, or pursuant to similar successor regulations are met.

4. A dangerous communicable disease is classified as an epidemic if the German Bundestag finds, pursuant to Section 5 of the Act on the Prevention and Control of Infectious Diseases in Man (Protection against Infection Act IfSG) or pursuant to similar successor regulations, and/or any other state finds, according to the legislation applicable to its territory, that the requirements for an epidemic of national concern are met.

5. Concluding provisions

This Clause applies to the entire contract.

Appendix 2

Marine Cyber and Blackout Exclusion Clause (Cyber-/Blackout-Exclusion-Clause)

1. Exclusion of cyber damage

Unless otherwise agreed by way of an individual agreement, the following Clauses 1.2 to 1.4 shall apply to the entire contract.

Any physical damage, financial loss, liability, costs, expenses, or indirect loss/damage insofar as directly or indirectly caused by, arising from, or contributed to by an information security breach are non-claimable irrespective of contributory causes.

Information security breach means an impairment of the availability integrity confidentiality of electronic data or of information processing systems used by the contractor or the Assured (third-party) to carry out their operating or business activities, or used by third parties involved by and acting in the legal or economic interest of the contractor or Assured, including in particular carriers, subcontractors, or other vicarious agents. In this context, it is irrelevant whether the electronic data or the information processing systems of the contractor, the Assured, or the third party involved are under their direct control or are being outsourced by the contractor, the Assured, or the third party involved to an external service provider.

2. Exclusion of blackout damage

Unless otherwise agreed by way of an individual agreement, the following Clause 2.2 shall apply to the entire contract.

Any physical damage, financial loss, liability, costs, expenses, or indirect loss/damage incurred as a result of a supra-regional outage of network structures used for electricity supply or information transmission, in particular telephone, Internet or radio, lasting at least 48 hours, are invariably non-claimable cover irrespective of contributory causes.