

GENERAL TRADING CONDITIONS

SECTION I GENERAL CONDITIONS

1. All and any business undertaken, including any advice, information or service provided whether gratuitously or not by the Eauzo shown on the face of this document is transacted subject to the Conditions hereinafter set out. All other terms and conditions are hereby excluded. Should the Customer wish to contract with the Eauzo otherwise than subject to these Conditions, special arrangements can be made and revised prices quoted, provided that such arrangements shall only apply if reduced in writing and signed by the President and CEO of the Eauzo. Save as aforesaid, no agent or employee of the Eauzo has the Eauzo's authority to waive or vary these conditions. Where the relationship between the Eauzo and its Customers is subject to trade practices legislation or maritime or civil codes compulsorily applicable thereto, the Eauzo shall be entitled to all the rights, immunities, exceptions and limitations conferred on suppliers of services by such legislation and if any of these conditions are repugnant to any such legislation, the same shall be void to the extent of such repugnance but no further.
2.
 - (I) The Eauzo is a Freight Forwarder and subject to the following provisions, shall be entitled either to arrange all or any of the carriage, storing, packing or handling of the goods, or any other services required by the Customer, as agent on behalf of the Customer, or to provide all or any part of such services as principal contractor. The word "goods" in these conditions shall include any packing, containers, or equipment.
 - (II) When acting as an Agent, the Eauzo 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 contractual relationships are established between the Customer and such third parties.
 - (III) To the extent that the Eauzo itself by its own servants performs all or any part of the carriage, storage, packing or handling of the goods, or any other services required by the Customer, the Eauzo shall be deemed to provide such services, or the part so performed, as principal contractor.
 - (IV) Where the Eauzo has held itself out to be the operator of a regular line or service over the route, or part of the route, on which the goods are to be carried, and has accepted instructions for the carriage of the goods by that line or service, the Eauzo shall (except where the Eauzo procures a bill of lading or other document evidencing a contract of carriage between the carrier and the Customer or Owner) be deemed to provide such carriage, or such part thereof, as principal contractor, without prejudice to the question of whether any of the other services are arranged by the Eauzo as agent or provided as principal contractor.
 - (V) The charging or agreement to charge a fixed price for any services shall not of itself determine whether the Eauzo arranges such services as agent or provides the same as principal contractor.
3. The Customer warrants that he is either the owner or the authorized agent of the goods to which any business relates, and further warrants that he is authorized to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become interested in the goods (any such persons being herein called "the Owner").

4. Estimates and quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision. Unless otherwise agreed in writing, the Eauzo shall be, after acceptance, at liberty to revise quotations or charges with or without notice in the event of changes outside the Eauzo's control occurring in currency exchange rates, rates of freight, insurance premiums or any charges applicable to the goods.
5. The Customer warrants that the description and particulars of any consignments furnished by or on behalf of the Customer are accurate. All instructions and descriptions must be given to the Eauzo in good time in writing either by letter, facsimile or telex. No responsibility whatever is accepted by the Eauzo in respect of instructions issued verbally until such time as they are confirmed in writing.
6.
 - (I) Except where the Eauzo is instructed in writing to pack the goods, the Customer warrants that all goods have been properly and sufficiently packed and/or prepared.
 - (II) Whilst agents on site may be instructed to re-pack consignments after an exhibition for return or onward transmission, facilities and expert packers are not normally available. Whilst reasonable care will be exercised no responsibility can be accepted by us or the site agents for claims arising from inadequacies in packing.
7. No insurance will be effected except upon express instructions given in writing by the Customer and all insurance's effected by the Eauzo are subject to the usual exceptions and conditions of the policies of the insurance Eauzo or underwriters taking the risk. The Eauzo shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Notwithstanding that the premium on the policy may not be the same as that charged by the Eauzo to the Customer, the Eauzo shall in no circumstances incur liability as insurer, and if for any reason the insurers dispute liability, the Customer shall have recourse against the insurers only, however, this provision shall not detract from the rights of the Customer against the Eauzo in respect of any negligence on the part of the Eauzo in effecting insurance.
8. Except under special arrangements previously made in writing, the Eauzo will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Should any Customer nevertheless deliver any such goods to the Eauzo or cause the Eauzo to handle or deal with any such goods otherwise than under special arrangements previously made in writing, he shall be liable for all loss or damage whatsoever caused by or to or in connection with the goods however arising and shall indemnify the Eauzo against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Eauzo or any other person in whose custody they may be at the relevant time. If such goods are accepted under arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life or health though the Eauzo will, where reasonably practicable contact the Customer. The Expression "goods likely to cause damage" includes goods likely to harbor, encourage vermin or other pests.
9. Except under special arrangements previously made in writing, the Eauzo will not accept or deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants. Should any Customer nevertheless deliver any such goods to the Eauzo or cause the Eauzo to handle or deal with any such goods otherwise than under special arrangements previously made in writing, the Eauzo shall be under no liability whatsoever for or in connection with the goods however caused.
10. The Customer undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container

stuffed by or on behalf of the Customer further undertakes that the Container has been properly pre-cooled or preheated as appropriate, that the Goods have been properly stuffed in the container and that its thermostatic controls have been properly set by the Customer. If the above requirements are not complied with the Eauzo shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

11. If at any time the Eauzo's performance is or is likely to be affected by any hindrance or risk of any kind (including the conditions of the goods) not arising from any fault or neglect of the Eauzo and which cannot be avoided by the exercise of reasonable endeavour, the Eauzo may abandon the carriage of the goods under the respective contract and, where reasonably possible, make the goods or any part of them available to the Customer at a place which the Eauzo may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Eauzo in respect of such goods shall cease. In any event, the Eauzo shall be entitled to the agreed remuneration under the contract and the Customer shall pay any additional costs resulting from the abovementioned circumstances.
12. The Eauzo shall not be obliged to arrange for the goods to be carried, stored or handled separately from the goods of other Customers.
13. The Eauzo shall be entitled at the expense of the Customer to sell or dispose of the goods stored.
 - (I) on 21 days notice in writing to the Customer or where despite reasonable efforts the Customer cannot be traced, after the goods have been held by the Eauzo for 90 days, all goods which in the opinion of the Eauzo cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or for any reason, and
 - (II) without notice perishable goods which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked or which in the opinion of the Eauzo would be likely to perish in the course of the carriage, storing or handling.
14. The Eauzo shall have a general lien on all goods or documents relating to goods for all sums due at any time from the Customer or Owner, and shall be entitled to sell or dispose of such goods or documents 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.
15.
 - (I) All sums due to the Eauzo are payable on demand by invoice or otherwise Payment shall be made without deduction and shall not be withheld or deferred on account of any claim, counterclaim or set – off.
 - (II) The Eauzo shall be entitled to local rates of interest on all amounts overdue. The interest will be calculated locally in each country at a rate in excess of prevailing local bank rates.
 - (III) When outstanding monies due and owing to the Eauzo have to be recovered from Customers then all costs and expenses legal or otherwise connected with such recovery and/ or the enforcement and execution of all rights of the Eauzo under these conditions and judgment obtained shall be borne by the Customer on an indemnity basis and the Customer hereby agrees to indemnify the Eauzo for such costs and expenses legal or otherwise.
16.
 - (I) When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

- (II) The Eauzo shall have the right to enforce any liability of the Customer under these Conditions or to recover any sums to be paid by the Customer under these conditions not only against or from the Customer but also if it thinks fit against or from the sender and/or consignee and/or Owner.
 - (III) Where goods are consigned
 - a) on terms that they shall not be paid for on delivery, and if for any reasons payment is not made in full, or
 - b) on terms that the Eauzo shall only deliver the goods to the consignee on production of a Forwarder's Certificate of Transport, House Bill of Lading, Delivery Order or similar document, and owing to the failure to demand such a document the goods are delivered to the consignee before he has paid for them in full then the Eauzo may at their absolute discretion reimburse the Customer with the amount of payment not so made, whereupon the Customer shall on request assign to the Eauzo by an instruction in writing the whole of the Customer's title or interest in the goods and the right to receive payment therefor and shall cooperate fully with the Eauzo in enforcing all rights so assigned.
- 17.
- (I) In no circumstance whatsoever shall the Eauzo be liable to the Customer or Owner for consequential loss or loss or market however caused.
 - (II) Without prejudice to any other conditions herein or other defences which may be open to the Eauzo, in no circumstances whatsoever shall the Eauzo be liable to the Customer or Owner for delay or deviation however caused in a sum in excess of twice the Eauzo's own charges in respect of the relevant transaction.
18. In no case whatsoever shall any liability of the Eauzo, however arising and notwithstanding that the cause of loss or damage be unexplained, exceed:
- (I) the value of the relevant goods, or
 - (II) a sum at the rate of USD 500.00 per ton of 1,000 kilos on the gross weight of the relevant goods, whichever shall be the least.
19. Any claim by the Customer or owner against the Eauzo shall be made in writing and notified to the Eauzo.
- (I) In the case of loss or damage to the goods which is immediately apparent then notification must be given at the time of delivery.
 - (II) In the case of other loss or damage to the goods within 7 days after the end of the transit.
 - (III) In the case of delay in delivery or non-delivery within 14 days of the date when the goods should have been delivered.
 - (IV) In any other case within 14 days of the event giving rise to the claim.
- Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer or owner can show that it was impossible for him to comply with these time limits in which case any claim shall be barred if not made without delay.
20. No claim shall be made on any grounds whatsoever against
- (I) any officer or servant of the Eauzo
 - (II) any of its parent, subsidiary or associated companies, except to enforce any contract to which the Customer and such Eauzo are parties by virtue of Clause 21 or 22 hereof.
- which seeks to impose upon him or them any liability in connection with the business undertaken by the Eauzo or with the goods. For the purposes of this clause the Eauzo contracts as agents for all of the aforementioned.

21. The Customer shall indemnify the Eauzo against all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities in excess of the liability of the Eauzo in accordance with these Conditions, suffered or incurred by the Eauzo in the performance of its obligations under any contract to which these Conditions apply, including any liability to indemnify any other persons against claims made against such other person by the Customer or by the Owner.

SECTION II EAUZO AS FORWARDING AGENT

22. Conditions 23 to 27 below apply where and to the extent that the Eauzo in accordance with Condition 2 acts as agent on behalf of the Customer.

23. The Eauzo shall be entitled to enter into contracts.

(I) for the carriage of goods by any route or by any means.

(II) for the storage, packing or handling of the goods by any persons at any place or places and for any length of time.

and to do such acts as may be necessary or incidental thereto at the reasonable discretion of the Eauzo and to depart from the Customer's instructions in any respect if in the opinion of the Eauzo it is necessary or desirable to do so in the Customer's interests. The Customer expressly authorizes the Eauzo to do such acts and enters into such contracts on behalf of the Customer so as to bind the Customer by such acts and contracts in all respects, notwithstanding any departures from the Customer's instructions as aforesaid.

24. The Eauzo shall be entitled to delegate the performance of any of its obligations as agents to any of its parent, subsidiary or associated companies, or to any other person, firm or Eauzo. The contract between the Customer and the Eauzo is made by the Eauzo on its own behalf, and also as agent for and on behalf of such parent, subsidiary or associated Eauzo, and such Eauzo shall be entitled to the benefit of these Conditions. The Customer will not seek to impose upon such Eauzo a liability greater than or additional to that accepted by the Eauzo under these Conditions.

25.

(I) The Eauzo shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods as to any special interest in delivery, unless expressly instructed by the Customer in writing.

(II) Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, goods may be forwarded, dealt with etceteras, at Customer's risk or other minimum charges and no declaration of value (where optional) will be made, unless express instructions in writing to the contrary have previously been given by the Customer.

26. The Eauzo shall be entitled to retain and be paid all brokerages, commissions, allowances and other remuneration customarily retained by or paid to Forwarding Agents.

27. The Eauzo shall not be liable to the Customer or Owner for loss or damage arising from any non-compliance or miscompliance with the Customer's or Owner's instructions or for any failure to perform whether wholly or in part their obligations (whether such obligations arise in contract or otherwise) unless the same is due to the negligence of the Eauzo or its own servants.

SECTION III EAUZO AS PRINCIPAL CONTRACTOR

28. Conditions 29 to 31 below apply where and to the extent that the Eauzo accordance with condition 2 acts at principal contractor.
29. This is not a common carrier, and transacts business only on the basis of these Conditions.
30. The Eauzo shall not be liable to the Customer or owner for loss of or damage to the goods not for any such loss or damage as is referred to in Condition 25 unless the same is due to the negligence of the Eauzo or any subcontractors employed by the Eauzo or its or their own servants.
31. Where the Eauzo or any subcontractor employed by the Eauzo is the "carrier" under contract subject to legislation compulsorily applicable thereto the Eauzo shall be entitled to all the rights, immunities, exceptions and limitations conferred on the carrier by such legislation, and if any of these Conditions are repugnant to any such legislation, the same shall be void to the extent of such repugnancy but no further.

SECTION IV JURISDICTION AND APPLICABLE LAW

32. These conditions, and any act of contract to which they apply, shall be governed by the law of the country of incorporation of the Eauzo entering into such a contract. Any dispute arising out of any such act or contract shall be within the local jurisdiction of the Courts of the country of incorporation of the Eauzo.

DANGEROUS GOODS (AIR)

The inherent characteristics of certain commodities make it impossible for them to be carried by air without endangering the safety of aircraft, passengers or crew. However, some goods of dangerous nature can be accepted for carriage provided the quantity is restricted to within given limits and packing conforms to specifications laid down in the current edition of IATA Dangerous Goods Regulations/CAO Technical Instructions. The Airline's agreement to accept dangerous cargo must be obtained before the consignment is delivered. A shipper's declaration for dangerous goods, in duplicate on the form appropriate to the danger involved as required by the current IATA Dangerous Goods Regulations, must act Eauzo every consignment of dangerous cargo worded as follows:

"I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in the proper condition for transport by air according to the applicable International and National Government Regulations."

UNFORESEEN CIRCUMSTANCES

In the event that the Eauzo, in case of unforeseen circumstances, acts in the best interest of the Customer extra costs and charges have to be borne by the Customer.

The use of Customer's own forms is no derogation of these Conditions.