

RENNIES SHIPS AGENCY MOZAMBIQUE LIMITADA

Registration No. 100244543

STANDARD TRADING TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1. The headings to the clauses are for reference purposes only and will not be used to interpret the clauses to which they relate.
- 1.2. Unless the context clearly indicates otherwise, references to one gender will include the other two genders, the singular includes the plural and vice versa, and all terms will apply equally to natural persons, juristic persons and other associations.
- 1.3. "**the Company**" means Rennie's Ships Agency Mozambique, Limitada.
- 1.4. "**these Conditions**" means these Standard Trading Terms and Conditions, as amended or supplemented from time to time.
- 1.5. "**the Principal**" means the legal entity or person who or on whose behalf the Company is appointed as agent, including the owner or charterer or manager of the Vessel to be represented by the Company in connection with which services are provided by the Company.
- 1.6. "**the Services**" means any services rendered by the Company, whether gratuitously or not, including services as a liner agent, port agent, charterer's agent, and includes, but is not limited to, all services in respect of any Vessel, the provision of all information to or on behalf of Principals and Customers, issuing of freight quotations, and landside services.
- 1.7. "**the Supplier**" means any legal entity or person with whom the Company transacts any business on behalf of the Principal and includes, but is not limited to, ship's chandlers; vendors of all types of goods; repairers; road, rail, air or sea carriers; suppliers of any services of whatever nature; other ships' agents or brokers; stevedores and port and other authorities.
- 1.8. "**the Vessel**" means any ship owned, operated, managed or chartered by the Principal and/or in respect of which any services are rendered.

2. APPLICATION OF THESE CONDITIONS

- 2.1. All and any business undertaken or advice, information or services provided by the Company, whether gratuitous or not, is undertaken or provided subject to these Conditions.
- 2.2. These Conditions are those referred to in the Company's notices, correspondence, receipts, emails or other electronic communications and other documents.
- 2.3. The Company may at its election perform the Services itself or it may procure that any of its associated or subsidiary companies provide all or any part of the Services.

- 2.4. These Conditions will prevail over those of the Principal, the Supplier, or any other party with whom the Company contracts, even if any applicable terms and conditions contain a clause similar in meaning and intention to this one.

3. APPLICABLE LEGISLATION

- 3.1. To the extent that any of these Conditions are repugnant to or in conflict with any law, they are deemed to be amended to comply with that law, and any such amendment will not in any way affect the remaining provisions of these Conditions.
- 3.2. If the Company is obliged, in the execution of any of its duties and/or responsibilities to comply with any common law or legislative enactment ("the law") of any nature whatsoever, then the Company by complying therewith, shall not be deemed to waive nor abandon any of its rights in terms of these trading terms and conditions.

4. AUTHORITY TO CONTRACT

- 4.1. Any legal entity or person contracting with the Company warrants that he has full authority to engage the Company and to contract on these Conditions.

5. INSTRUCTIONS

- 5.1. Instructions given to the Company must be in writing and be precise, clear and comprehensive.
- 5.2. The instructions are considered received when:
 - 5.2.1. In the case of an email, the Company has received and sent a reply email confirming receipt of the instructions;
 - 5.2.2. in the case of a paper document, it is considered received if it arrives at the reception desk of the Company (Travessa da Catembe No. 21, Maputo, Mozambique) during normal office hours.
- 5.3. Instructions will be recognized by the Company as valid only if timeously given specifically in relation to a particular matter in question.
- 5.4. Oral instructions, standing or general instructions, or instructions given late, even if received by the Company without comment, will not in any way be binding upon the Company, but the Company may act thereupon in the exercise of its absolute discretion.

6. DISCRETION OF THE COMPANY IN THE ABSENCE OF INSTRUCTIONS

In the absence of specific instructions given timeously in writing to the Company:

- 6.1. it will be in the reasonable discretion of the Company to decide at what time to

perform or to procure the performance of any or all of the acts which may be necessary or requisite for the discharge of its obligations; and

- 6.2. the Company will have an absolute discretion to determine the means, route and procedure to be followed by it in performing all or any of the acts or services it has agreed to perform and to appoint any Supplier of its choice on such terms as the Supplier offers.

7. COMPANY'S GENERAL OVERRIDING DISCRETION

- 7.1. If events or circumstances come to the attention of the Company, its agents, servants or sub-contractors which, in the opinion of the Company in its sole discretion, make it wholly or partially impossible or impractical for the Company to comply with instructions previously given, the Company will take reasonable steps to inform the party which gave the instructions of such events or circumstances and to seek further instructions.

8. WARRANTIES AND REPRESENTATIONS BY THE COMPANY

- 8.1. No warranties or representations by the Company will be valid or binding unless expressly contained in writing and made in response to a written enquiry specifying accurately and in detail what information is required.

9. SUB-CONTRACTING

- 9.1. Any business entrusted to the Company may, in the absolute discretion of the Company, be fulfilled by the Company itself, by its own servants performing part or all of the Services, or by the Company employing or entrusting the Services or any part thereof to third parties or Suppliers on such conditions as may be stipulated by or negotiated with such third parties.
- 9.2. The Company will be entitled to charge an uplift or administration fee where services are rendered by a sub-contractor.

10. THIRD PARTIES' ASSETS

- 10.1. The Company always acts as agent for the principal and, in that capacity, is not liable for any assets of third parties.

11. QUOTATIONS & ESTIMATES

- 11.1. The Company shall be entitled at any time by notice to the Principal to cancel, amend or resile from any quotation or estimate given by the Company to the Principal, in circumstances where it becomes impracticable or uneconomical for the Company to carry out the contract at the quoted or estimated rate and the Principal shall have no claim whatsoever against the Company for any loss that the Principal might incur as a result of the Company cancelling, amending or resiling from the

quotation or estimate.

- 11.2. Without in any way limiting the provisions of clause 28.5 all quotations and estimates are subject to revision without notice, having regard to changes in currency exchange rates and upward movements in amounts payable by or on behalf of, or at the instance of the Company to third parties, including, without limitation, freight, surcharges, insurance premiums, equipment rental and labour which charges and upward movements take place after quotation. Any revision of rates as aforesaid will be commensurate with the change in the currency exchange rate or the increase in such amounts payable. Any such increase shall, failing agreement between the parties, be determined by the then auditors of the Company or any other auditors nominated by the Company, who in such determination shall act as experts and not as arbitrators and whose decision shall be final and binding on the parties.

12. DUTIES, TAXES, IMPOSTS, LEVIES AND DEPOSITS

- 12.1. The Principal and the Company are jointly responsible, under the legal terms, for all expenses related to the payment of Customs duties, tariffs, fees, emoluments and others, as well as the collection of the respective revenues and compensation due, under the terms established by the Regulation of Agency Activity for Ships, Merchandise and Complementary Services.
- 12.2. The Principal undertakes to pay for the above-mentioned expenses in advance, unless prior written agreement has been made to the contrary, and whenever it is requested to do so.
- 12.3. If the Principal fails to pay the expenses under the terms of the preceding paragraph and the Company does so as a result, the Principal shall reimburse the entire amount paid by the Company plus default interest charged at the annual rate of 12%;
- 12.4. If the Principal fails to pay the expenses under the preceding paragraphs within 15 days, the Company shall be entitled to:
 - 12.4.1. cease to provide services; and / or
 - 12.4.2. arrest the Vessel.
- 12.5. The Company will not be liable for any increase in the rate of duty, terminal handling charge, freight, railage or cartage or any other tariff or fee, before or after the performance by the Company of any act involving a less favourable rate or tariff, or by virtue of the fact that a saving might have been effected had any act been performed at a different time.

13. RECOVERY OF DUTIES INCORRECTLY PAID

- 13.1. Where as a result of any act or omission by or on behalf or at the instance of the Company and whether or not such act or omission was negligent, any duty, tax, levy, railage, wharfage, freight, cartage or any other impost or charge has been paid or levied in an incorrect amount, then any responsibility or liability to the Principal which the Company may otherwise have will cease and fall away if the Principal does not -

- 13.1.1. within a reasonable time having regard to all the circumstances, and in particular to the time allowed for the recovery from the payee of the amount overpaid, advise the Company that an incorrect amount has been paid or levied; and
 - 13.1.2. do all such acts as are necessary to enable the Company to effect recovery of the amount incorrectly paid or levied.
- 13.2. The fact that the Principal may not be aware that any such incorrect payment has been made shall not constitute a circumstance to be taken into account in determining what is to be considered a reasonable time. Should any act or omission by the Principal, whether or not such act or omission was due to ignorance on the part of the Principal, prejudice the Company's right of recovery, the Principal shall be deemed not to have complied with the provisions of this clause.

14. PAYMENT BY THE PRINCIPAL

- 14.1. Unless otherwise specifically agreed by the Company in writing, the Principal shall pay to the Company in cash immediately upon presentation of invoice, all sums due to the Company without deduction or set-off and payments shall not be withheld or deferred on account of any claim or counterclaim which they may allege.
- 14.2. All other invoices must be paid by the due date.
- 14.3. Payment of all amounts due to the Company shall be made:
 - 14.3.1. free of exchange and any other charges into such bank account or at such address as the Company nominates in writing;
 - 14.3.2. in such currency as the Company may direct without prejudice of exchange control regulations;
 - 14.3.3. without demand and free of any deduction or set off.
- 14.4. Any amount not paid on due date for payment shall bear interest at the maximum rate charged by the Bank of the Company for unauthorized overdrafts on accounts not settled within the agreed terms of credit and calculated on daily balance and compounded monthly in arrears.
- 14.5. All and any moneys received by the Company from the Principal shall be appropriated by the Company firstly to satisfy any due or unpaid interest charges, secondly to satisfy any due or unpaid fees or charges, and lastly to reduce the amount of the Principal debt.
- 14.6. The Principal undertakes to pay the Value Added Tax, where applicable, at the then prescribed rate, payable in respect of the exclusive amount reflected in any invoice.
- 14.7. In the event of the Company having granted any credit terms or facilities to the Principal in writing, which provide the Principal a deferred period of time to effect payment of any amount due to the Company, and in the event of the Principal being in default of payment of any one or more amount due and payable, or being in default of any other term or condition on which such credit facility was granted, then notwithstanding any other term to the contrary where-so-ever contained, the Company shall be entitled to forthwith revoke such credit facilities and declare all amounts immediately due and payable and proceed for recovery of all amounts

which would be due and payable to the Company, were it not for the credit terms or facilities granted to the Principal.

15. RECOVERY OF DEBTS DUE TO THE COMPANY

- 15.1. The Company shall be entitled to recover any amounts due to it by the Principal in respect of instructions relating to or in terms of any contract in respect of particular Services from the respective customer as the Company in its absolute discretion deems fit.
- 15.2. The Principal agree that in the event of the Company instituting legal proceedings against its customer to recover amounts due in terms of any agreement or for breach of these Conditions or for enforcement of any other obligations or for the recovery of damages owed by the Principal to the Company in terms of such agreement, such customer shall be liable for all legal costs incurred by the Company on the scale as between attorney and own client, as well as collection commission and any agent's fees.

16. NO CLAIMS AGAINST INDIVIDUALS IN THEIR PERSONAL CAPACITIES

- 16.1. No claims will be made against any director, servant, employee or agent of the Company in their respective personal capacities which imposes or attempts to impose upon them any liability in connection with the rendering of the Services which are the subject of these Conditions or any act or omission arising during the course and scope of their employment.

17. ACCEPTANCE OF BENEFITS

- 17.1. The Company accepts all benefits and all defences contained in the Bill of Lading and/or in as allowed under any terms and conditions of any Suppliers with whom the Company contracts to provide the Services.
- 17.2. Where the Company acts as agent, it accepts any defence or benefit to which the Principal may be entitled through the Company as its agent.

18. INDEMNITY

- 18.1. The Principal or Supplier, as the case may be ("the other contracting party") indemnifies and holds harmless the Company against all liability, damages, costs and expenses incurred or suffered by the Company, arising directly or indirectly from or in connection with the other contracting party's express or implied instructions or the implementation thereof by or on behalf of or at the instance of the Company, or any act or omission within the discretion of the Company, in relation to any Services and in respect of any liability whatsoever.
- 18.2. The Company shall not be liable for any claims, whether arising in contract or in delict, which are in any way related or attributable to compliance with any instructions given to the Company by the other contracting party or any other person entitled to give instructions in the extent legally permitted, and the other

contracting party indemnifies and holds harmless the Company against all liability, damages, costs and expenses incurred or suffered by the Company arising therefrom.

- 18.3. The Principal indemnify the Company in full against all or any claims by any Supplier.

19. LIMIT OF COMPANY'S LIABILITY

- 19.1. Under no circumstances shall the Company be liable for acts that are not imperatively attributable to it by law.

- 19.2. The Company shall perform its duties with a reasonable degree of care and will not be liable for any claim of whatsoever nature (whether in contract or in delict) and whether for damages or otherwise, howsoever arising, including but not limited to:

19.2.1. any delay;

19.2.2. any act or omission of the Principal, the Supplier, or any other party with whom the Company deals;

19.2.3. any loss or expense arising from or in any way connected with any circumstances, cause or event beyond the reasonable control of the Company and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the contract or to have avoided or overcome it or its consequences, including but not limited to acts of God, plague, epidemic, natural disaster, extreme natural event, a strike, lockout, stoppage, restraint of labour, service disruption, breakdown of equipment or power outage;

19.2.4. damages arising from loss of market or attributable to delay or failure to carry out any instructions given to the Company;

19.2.5. the failure or malfunction, for whatever reason on the part of the Company or breach by it of these Conditions, or the Company's computer systems or software programmes provided or operated by the Company or by any other person with whom the Company conducts business, or any third party, and which systems shall include any electronic automated information service provided by the Company.

- 19.3. In the above-mentioned cases, the Company shall give written notice promptly notifying the other party of the nature and extent of the circumstances in question being that if the suspension exceeds 90 days the parties shall have the option to terminate the contract.

20. MONETARY LIMITATION OF LIABILITY

If, in spite of the exclusion of liability in these Conditions, the Company is found to be liable, its liability will not exceed whichever is the least of the following amounts:

- 20.1. double the amount of fees raised by the Company for its services in connection with the Services, but excluding any amount payable to sub-contractors, agents and third parties;

- 20.2. MZN 220.000,00 (two hundred and twenty thousand Meticaís) for any one

occurrence.

21. TIME BAR

- 21.1. Without derogating from any time bar stipulated under the terms of the Bill of Lading, the Company will be discharged before the Principal from all liability whatsoever in respect of any claim unless summons or other proper process initiating action is served on the Company within 12 months of the date on which the incident giving rise to such cause of action occurred. The Company may in its discretion, on written request, extend such period in writing.

22. BREACH

- 22.1. If the Company breaches any of these Conditions and fails to remedy such breach within 30 days of the date of receipt of written notice requiring it to do so then the other contracting party will be entitled to compel performance by the Company of the obligations it has defaulted in, but shall not be entitled to cancel these Conditions.

23. DOMICILIUM AND NOTICES

- 23.1. The other contracting party's physical address as set out in the credit application form or, failing which, on that party's most recently reviewed letterhead or, failing which, that party's registered or physical address, shall constitute the other contracting party's *domicilium citandi et executandi* for all purposes in connection with any agreement entered into by the other contracting party and the Company, unless the other contracting party provides an alternative *domicilium* by written notice to the Company.
- 23.2. Notices given to the above addresses or by facsimile or electronic mail to the correct fax number or electronic mail addresses shall be deemed to have been duly given:
- 23.2.1. 14 days after posting, if sent by registered post;
 - 23.2.2. on delivery, if delivered by hand;
 - 23.2.3. on dispatch, if sent by facsimile or electronic mail.

24. GOVERNING LAW AND JURISDICTION

- 24.1. These Conditions and all agreements entered into by the Company pursuant thereto and on the terms thereof will be governed by and construed in accordance with the laws of the Republic of South Africa.

25. SUBMISSION TO JURISDICTION

- 25.1. Any dispute arising out of or in connection with these Standard Trading Conditions and all agreements entered into by the Company pursuant thereto and on the terms thereof, including any question regarding its existence, validity, or termination,

shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce, which Rules are deemed to be incorporated by reference into this clause, being expressly defined that:

- 25.1.1. The number of arbitrators shall be one;
- 25.1.2. The seat or legal place of arbitration shall be Johannesburg, South Africa;
- 25.1.3. The language to be used in the arbitral proceedings shall be English.

26. NO VARIATION OF THESE CONDITIONS

- 26.1. No variation of these Conditions shall be binding on the Company unless embodied in a written document signed by a duly authorised officer of the Company.
- 26.2. Any purported variation or alteration of these Conditions otherwise than as set out above shall be of no force and effect, whether such purported variation or alteration is written or oral or takes place before or after receipt of these Conditions by the Principal, the Supplier or any other legal entity or person contracting with the Company.

27. NON WAIVER

- 27.1. No extension of time or waiver or relaxation of any of these Conditions will operate as an estoppel against any party in respect of its rights under these Conditions, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with these Conditions.

28. ACTING FOR A PRINCIPAL

- 28.1. The Company may at its discretion agree to render, amongst others, the following services to its Principals:
 - 28.1.1. Arrange berths for a Vessel;
 - 28.1.2. Facilitate the entry and clearance of a Vessel;
 - 28.1.3. Provide for the payment of port charges and any dues payable in respect of a Vessel;
 - 28.1.4. Husbandry;
 - 28.1.5. Arrange for the supply of fuel, water, provisions and deck and engine room stores;
 - 28.1.6. Arrange for any repairs required to be done to a Vessel;
 - 28.1.7. Take charge of and arrange solicitation of and booking of cargo for a Vessel;
 - 28.1.8. Issue bills of lading and other similar documents to shippers in the form prescribed by the Principal;
 - 28.1.9. Arrange for stevedoring and other cargo handling operations;
 - 28.1.10. Arrange for the delivery of cargo in accordance with the bills of lading issued by or on behalf of a Principal;
 - 28.1.11. Take charge of and arrange solicitation of passengers for a Vessel;
 - 28.1.12. Arrange the embarkation and disembarkation of passengers and their baggage;

- 28.1.13. Attend to all matters appertaining to the crew of a Vessel, including in particular, engaging, the signing on, signing off and repatriation of crew;
- 28.1.14. Perform such other activities and duties in connection with the foregoing functions as may be requisite thereto.
- 28.2. The Company will act at all times as agent only for the Principal and will be authorised to enter into contracts as agent for and on behalf of the Principal.
- 28.3. Any information provided by the Company to the Principal and/or to the Vessel is provided by the Company to the Principal and/or the Vessel for information purposes only. The Company will not be liable for any claim of whatsoever nature, whether in contract or in delict, and whether for damages or otherwise, arising from a failure by the Vessel to timeously transmit complete and correctly formatted pre-arrival and/or pre-entry information.
- 28.4. Where the Company performs or procures services on behalf of a customer which are or will be carried in accordance with the contract with the Principal contained in or evidenced by a bill of lading, charter party or other contract of affreightment, all services will be performed or procured by the Company as agent for and on behalf of the Principal. The provision of such services will be subject to the terms and conditions of the Principal's bill of lading or other contract between the Principal and such customer.
- 28.5. Information furnished to the Principal by the Company as to the costs and expenses of providing the Services, whether in the form of an estimate, offer, quotation or tender, will be deemed to be information furnished for the guidance of the Principal only and will not be binding on the Company.
- 28.6. The Principal will pay forthwith by electronic transfer to the Company's bank account, such sum as the Company may request as an advance on port and other disbursements, which the Company estimates will be incurred whilst the Principal's vessel is in the Company's agency. If the Principal fails to comply with the Company's request, the Company may at any time give notice of the termination of its agency.
- 28.7. The Principal is liable for and will pay to the Company all costs and expenses incurred by the Company in providing the Services at the request or on the instructions of the Principal himself, the Master of the Vessel, the office of the Principal or his nominees, representatives or agents.
- 28.8. The Principal will pay to the Company the charges agreed or, in the event that there is no agreement as to these charges, the Principal will pay to the Company a reasonable charge for the Services. For the purposes of this clause, and in the absence of any agreement to the contrary, the Company's customary charges as set out on its website at www.rsagency.co.za, are deemed to be a reasonable charge.
- 28.9. The Principal will reimburse the Company for all the costs and expenses incurred by the Company arising out of the receipt of currency from the Principal or the remittance of currency to or on behalf of the Principal.
- 28.10. The Company will not be obliged to make any disbursement whatsoever on behalf of the Principal until the Company has been paid all amounts due by the Principal to the Company for the Services and has received sufficient funds for the purpose of making the particular disbursement. The Company may either before, during or

after providing the Services require the Principal to furnish security for the payment of such amounts as are or will become due to the Company by the Principal for providing the Services and for the reimbursement of disbursements made or to be made by the Company.

28.11. The Company will be entitled to deduct from sums held by the Company for the Principal's account any amounts due to the Company by the Principal.

29. BILLS OF LADING

29.1. The Company, if authorised in writing by the Principal, will be entitled to sign and issue bills of lading on behalf of the Principal, and the Principal will indemnify the Company against any claims, including legal costs pertaining thereto on the attorney and own client scale, which may arise against the Company in consequence of it having issued any bill(s) of lading on behalf of the Principal.

30. INDEMNITIES BY PRINCIPAL

30.1. The Principal indemnifies and holds the Company harmless against any loss or damage the Company may sustain by reason of –

30.1.1. claims by Suppliers for Services provided to the Principal at the Company's special instance and request;

30.1.2. payment of any taxation which may be levied on passenger earnings in the absence of reciprocal Intergovernmental taxation agreements;

30.1.3. any claims arising out of a guarantee furnished by the Company on behalf of the Principal or in the course of providing the Services.

30.2. The Principal undertakes to place the Company in sufficient funds or to furnish the Company with security to the satisfaction of the Company to ensure the due fulfilment by the Principal of his obligations under the aforesaid indemnity, either prior to the commencement of, during or after the performance of the Services, as may be required by the Company.

31. TERMS OF APPOINTMENT OF ANY SUPPLIER

31.1. The Company will act at all times as agent only for and on behalf of the Principal.

31.2. The Company will not be personally liable for payment of any amount owed to the Supplier by the Principal.

32. DEBITING FEES AND DISBURSEMENTS

32.1. The Company shall under no circumstances be precluded from raising a debit and obtaining payment in respect of any fee or disbursements due to it notwithstanding the fact that a previous debit or debits, whether excluding or partly excluding the items subsequently requiring to be charged or recovered, had been raised and whether or not any notice had been given that further debits were to follow.

33. FINAL PROVISIONS

- 33.1. The terms and conditions in this agreement are confidential and unless otherwise required by the law will not be disclosed to any third party.
- 33.2. In carrying out their obligations under these Conditions the parties will act in accordance with good faith and fair dealing.
- 33.3. The provisions of these Conditions as well as any statements made by the parties in connection with the relationship shall be interpreted in good faith.

Version 2 (July 2022)

Rennies Ships Agency Mozambique, Limitada