

bluedot Marine Solutions GmbH, a company according to German law, with the registered seat in  
Hamburg, Bleichenbrücke 10, 20354 Hamburg  
(hereinafter: "Bluedot")

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## **Preamble**

The Customer would like to commission bluedot with the provision of various services in the field of "Sip Spares Logistics". The parties conclude this framework agreement in order to regulate this cooperation:

### **1. Object of contract:**

The object of this contract are the services described in more detail below, which can respectively be called from bluedot by written individual orders:

**1a. Storage (due to transport)** The goods shall be checked for visible damages by bluedot with the acceptance.

The to-bin transfer is carried out in case of sea freight shipments according to a "Purchase Order" ("PO") per ship, whereby the goods must be clearly marked with the name of the ship and the PO number. The packaging is carried out on the part of the supplier by taking the ISPM 15 guidelines into consideration. In case of air cargo shipments, dangerous goods must be marked according to IATA DGR und cannot be placed in interim storage for longer than 48 hours.

### **1b. Tracking & Tracing**

Each PO is entered in the merchandise management programme of bluedot. At the request of the Customer the POs will be kept with Line Items. A copy of the purchase order as well as invoice and packing list of the suppliers will be uploaded into the system. Storage of the data for 7 years.

### **1c. Documentation**

The invoices of the suppliers should include customs tariff numbers, country of origin and value of the goods. The packing list will contain the gross and net weight as well as the dimensions of the packages. The corresponding data safety sheets are to be enclosed in case of dangerous goods or batteries.

At the time of the loading, bluedot shall prepare a collective invoice for customs clearance based upon the supplier's invoices, which will accompany the goods.

After shipment bluedot will receive the freight forwarding invoice, bill of lading, collective invoice and export notice (MRN). The documents are to be submitted by bluedot in case of a customs inspection with reference to the own accounting programme.

### **1d. Customs clearance/export control:**

The Customer shall commission and authorize bluedot until a written revocation to carry out the customs clearance for its outgoing export shipments in its name and for its account, to prepare the export declaration, to sign this legally binding and to carry out all acts associated with the customs clearance.

The Customer is the exporter of the goods which are to be declared. These are no Dual-Use goods and are not subject to the export permit obligation; otherwise the Customer shall hand over the originals of the necessary permits to bluedot in time. The goods concerned originate in the EU if not otherwise noted in the documents. Obligations according to Foreign Trade Law are subject to the responsibility of the Customer, which confirms in the knowledge of the following provisions that all embargo regulations, bans and restrictions as well as other export restrictions, existing at the time of the clearance, have been complied with and it assumes the responsibility for the completeness and accuracy of all documents and details, which are necessary for carrying out the orders. The exporter is responsible for the compliance with these regulations under export control law and has to carry out the following checks in this respect

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(1) Goods check

Reservations of approval exist for the export from the EU as well as partly for the transport of goods into other EU member states if they are covered by certain lists of goods. The decisive lists of goods are, on the one hand, the Appendices I and IV of the EC Dual-Use-Regulation (VO (EC) No. 428/2009) for the so-called listed Dual-Use goods as well as Part I A (armaments) and Part I C (listed Dual-Use goods) of the export list as an annex to the AWV.

The goods, which are to be exported or transported, are to be checked for an entry in the aforementioned lists and with an existing approval obligation, a permit is to be obtained from the Federal Office for Economic Affairs and Export Control (BAFA).

(2) Check of countries

Export restrictions can also exist towards certain countries in the form of embargo regulations. These contain both goods-related bans as well as bans directed at the financial transactions in connection with the respective country. Against which countries embargos exist can be seen on the homepage of the BAFA.

(3) Check of recipients

An approval obligation or a ban on delivery may also exist owing to a certain recipient. In addition to the country-related embargos, which can also contain lists of persons, there are also purely person-related embargos. The measures of these embargos, irrespective of countries, are oriented against individuals, institutions and organisations. Each possible new, but also existing, business contact is thus to be checked against these sanction lists.

(4) Check of use

Irrespective of the aforementioned lists of goods and persons, approval obligations may also exist for Dual-Use goods, which are not listed, owing to their use.

Deemed as critical end uses is the use in connection with ABC weapons and their carrier systems worldwide, military end uses in countries subject to a weapons embargo and countries of the country list K as well as end uses in connection with civil nuclear plants in countries of the group of countries of § 5d AWW. The exporter undertakes to inform the BAFA directly in case of positive knowledge of such an end use. If the BAFA becomes aware of such knowledge or indications itself that a critical end use could exist then it shall inform the exporter hereof and thus constitute an approval obligation for the export business.

The exporter is thus obliged in any case to examine a planned export business for one of the afore-mentioned critical end uses and to subsequently take the measures, which may be necessary if applicable.

In all of the aforementioned cases, in which an approval obligation exists owing to the applicable legal bases, the exporter has to file an application to the BAFA for an export or transport permit and to only carry out the export/transport after a positive notification for the application.

Bluedot shall, as a rule, apply to the Federal Statistical Office for the approval of the simplified export of compilations of ship equipment in the name of the Customer.

**1e Consolidation / transport:**

The Customer shall commission bluedot in writing which goods are to be shipped in line with the PO numbers on which transport route, to which recipient and when the goods are supposed to arrive at the place of receipt. Stipulated dates are not guaranteed delivery dates.

According to the agreed tariffs pursuant to Annex A, GAC shall select the corresponding freight forwarder and organise the transport by air cargo, sea freight, transport by land or courier. The goods will be consolidated in the warehouse and smallest shipments placed on pallets before loading.

The Customer shall ensure that dangerous goods are pointed out when the order is placed, the invoice and packing list contain corresponding references and the data safety sheets of the goods are enclosed.

If dangerous goods are transported in air traffic, the transport regulations for this transport carrier must be complied with (IATA-DGR = International Air Transport Association - Dangerous Goods Regulations).

bluedot maintains trained personnel for the processing of dangerous goods shipments and examines the documents of shipment. In case of doubt the contractor will point out to bluedot to the best of

its knowledge and belief that a more precise examination is necessary whether the goods are to be classified as dangerous goods. The responsibility shall remain with the Customer whether the shipment contains dangerous goods, which must be correspondingly packed, marked and documented.

**2. Start of the contract and term:**

The contract will begin on the date upon which it is signed by both parties or on \_\_\_\_\_ and is concluded for an indefinite period of time.

### **3. Termination:**

The contract can be terminated by both contractual parties in writing at all times with a period of notice of 4 weeks to the end of the month. The right to extraordinary termination remains unaffected hereby.

### **4. Business terms and conditions:**

All services of bluedot are provided based on the German Freight Forwarders Standard Terms and Conditions ("ADSp"), respectively newest version.

### **5. Liability:**

bluedot shall be liable according to the provisions of the ADSp and, in addition, according to substantive German law.

In Subclause 23 ADSp, the ADSp limit the statutory liability for damages to goods according to §431 HGB [German Commercial Code], for damages in freight forwarding safekeeping to €5/kg, with multimodal transports by including a transport by sea to 2 SDR/kg as well as in addition per damaging event or event to €1 million or € 2 million or 2 SDR/kg, depending on which amount is higher. By Subclause 27 ADSp neither the liability of GAC nor the attribution of the fault of people and other third parties is extended for the benefit of the Customer notwithstanding statutory regulations such as § 507 HGB, Art. 20,21 CMNI, Art. 25 Montreal Convention, Art. 36 CIM. GAC shall also only be liable as shipper in the cases listed in § 512 Par. 2 No. 1 HGB of the nautical fault or fire on board for own fault and as freight forwarder within the meaning of the CMNI under the prerequisites stated in Art. 25 Par. 2 CMNI not for nautical fault, fire on board or defects to the ship.

bluedot shall only cover a storage and/or transport insurance with a written order generally or per shipment against reimbursement of thus resulting costs.

### **6. Aviation safety/ waiver of liability:**

Insofar as the Customer is no "known consignor" the shipment shall be deemed as "unsecured" and shall be subjected to a security check before air transport. All costs resulting from the check (opening, check, if applicable renewed packaging, etc.) shall be borne by the Customer.

The opening and checking of air cargo shipments are stipulated by EC Regulation VO EC 300/2008 as well as VO 185/2010 and follow-up connections. In order to exclude the existence of forbidden objects with this check insofar as this cannot be excluded without a doubt by X-ray technology.

The opening of air cargo shipments within the framework of this control, that can impair a possible protection against corrosion, is carried out at the airline or third party aviation security control companies according to the principle of dual control. In the knowledge of the aforementioned, the Customer thus agrees that the packaging of its air cargo shipments can be opened for the purpose of carrying out the security check and accordingly grants permission. With the submission of this

declaration it **waives** all claims for damages against the scan company and bluedot, which may possibly be incurred as a result of the opening within the framework of the stipulated security check, insofar as damages by the opening were not caused due to a grossly negligent act or by wilful intent.

#### **7. Terms of payment:**

The remuneration stated in **Annex [A]** shall apply as a consideration for the services agreed in this contract. The prices shall apply until XX.XX.XX. All stated prices are not inclusive of the respective applicable rate of value added tax.

The invoices of bluedot are due upon receipt and payable within 30 days from the invoice date. bluedot shall charge 2 per cent financing costs, which may be deducted with payment of the invoice within 14 days.

#### **8. Applicable law, place of jurisdiction**

This contract is subject to German law. The exclusive place of jurisdiction is Hamburg

#### **9. Escape clause**

Should individual provisions of this contract or the agreements reached under this contract be or become invalid or non-enforceable or null and void, this shall have no effect on the validity of the other provisions of this contract as well as the agreements reached under this contract. The invalid, null and void or non-enforceable provision shall be replaced by a regulation, which shall, as far as possible, correspond with the financial purpose of the invalid or non-enforceable provision. The same shall apply to the event that the contractual parties subsequently determine that this contract or an agreement reached under this contract features loopholes.