

HML GENERAL CONDITIONS OF FORWARDING AND LOGISTICS 2026

1. Definitions

In these General Conditions ("Conditions"), the following terms shall have the meanings set out below:

- "Agreement" means the agreement between HML and Principal for the provision of Services, including all quotations, confirmations, Instructions, Transport Documents, change orders and these Conditions.
- "Carrier" means any third-party carrier, vessel operator, airline, railway operator, road haulier, barge operator or other transport provider engaged by HML on behalf of Principal in connection with the Services.
- "CMR" means the Convention on the Contract for the International Carriage of Goods by Road, Geneva 1956, as amended.
- "Conditions" means these HML General Conditions of Forwarding and Logistics 2026.
- "Confidential Information" means all commercial, operational, financial, technical or project-related information disclosed by either party in connection with the Agreement, in any form, including all copies, extracts and summaries thereof.
- "Consignee" means the party designated to receive the Goods at the place of delivery.
- "Dangerous Goods" means Goods that are or may become dangerous, flammable, radioactive, explosive, noxious, toxic, infectious, or hazardous to health or the environment, or otherwise requiring special handling or documentation under applicable law including IMDG, ADR, RID and ICAO/IATA DGR.
- "Goods" means all goods, cargo, materials, equipment, components, packages, containers or other items in respect of which Services are provided by HML.
- "HML" means Handelskade Marine Logistics B.V. and/or any affiliated entity stated in the Agreement or Transport Document.
- "Instructions" means all instructions, information, data, specifications, authorisations and directions provided by Principal to HML in connection with the Services.
- "Principal" means the party contracting with HML for the provision of Services, including its staff, proxies, agents and representatives. Where the contractual counterparty differs from the owner of the Goods, "Principal" includes the owner to the extent identified in the Agreement.
- "SDR" means Special Drawing Rights as defined by the International Monetary Fund.
- "Services" means all forwarding, logistics, transport organisation, customs clearance, storage, handling, packing, consolidation, documentation, insurance procurement and related services provided by HML to Principal under the Agreement.
- "Storage" means the holding, warehousing or safekeeping of Goods by or on behalf of HML, whether at HML's own facilities or at third-party facilities arranged by HML.
- "Sub-contractor" means any Carrier, warehousekeeper, terminal operator, customs agent, stevedore, survey agent or other third party engaged by HML in connection with the Services.
- "Transport Document" means any bill of lading, sea waybill, air waybill, CMR consignment note, rail consignment note, multimodal transport document, house bill of lading, warehouse receipt or other document issued by or on behalf of a Carrier, warehousekeeper, terminal operator or other Sub-contractor in connection with the Services. HML does not issue Transport Documents in its own name as contractual carrier, multimodal transport operator or NVOCC.

2. Applicability

- 2.1 These Conditions apply to all quotations, Instructions, Agreements, change orders and all other legal relationships between HML and Principal relating to the Services.
- 2.2 The applicability of any general terms and conditions, purchase conditions or other standard conditions of Principal is expressly rejected and excluded, irrespective of any reference thereto in instructions, orders or correspondence.
- 2.3 Deviations from these Conditions shall only be valid if expressly agreed in writing by HML's authorised representative.
- 2.4 In the event of conflict between contractual documents, the following order of precedence applies: (a) amendments and change orders; (b) the main Agreement or booking confirmation; (c) these Conditions; (d) Principal's documentation.
- 2.5 Commencement of Services by HML, issuance of a Transport Document, or acceptance of Goods by HML shall constitute unconditional acceptance of these Conditions by Principal.
- 2.6 These Conditions, including all defences, exemptions, limitations of liability, time bars and other protections available to HML, shall also apply for the benefit of and may be invoked directly by HML's affiliated companies, directors, officers, employees, Sub-contractors, Carriers, warehousekeepers, terminal operators, stevedores, customs agents, agents and other auxiliary persons engaged in connection with the Services, and their respective directors, officers and employees, as if these Conditions had been entered into for their benefit. Principal shall not bring any claim against any such person otherwise than subject to these Conditions, and shall indemnify HML against any claim by Principal or any third party against such person to the extent such claim exceeds the limits set out in these Conditions.
- 2.7 If HML does not always demand strict compliance with these Conditions, this shall not constitute a waiver of HML's rights in other instances.

3. Quotations and Formation of Agreement

- 3.1 All quotations by HML are without obligation unless a fixed acceptance period is stated.
- 3.2 An Agreement is formed upon HML's written confirmation of an instruction or booking, or upon HML's commencement of Services.
- 3.3 Verbal instructions or agreements shall only bind HML upon written confirmation by HML's authorised representative.
- 3.4 HML may charge Principal for reasonable costs of preparing complex or customised quotations, provided Principal is notified in advance.
- 3.5 Quotations are based on information available to HML at the time of issue, including Goods dimensions, weight, classification, route and applicable surcharges. If actual circumstances differ, HML may adjust agreed rates accordingly.

4. Capacity of HML

- 4.1 HML acts exclusively as freight forwarder and logistics service provider on behalf of Principal. HML is not and does not hold itself out to be a carrier of Goods. HML arranges transport by engaging Carriers and Sub-contractors as agent for Principal, unless expressly agreed otherwise in a specific written Agreement.
- 4.2 HML shall not be liable as carrier, common carrier or bailee of Goods except where a court of competent jurisdiction holds HML to be acting in such capacity notwithstanding the terms of this Article, and then only to the extent of applicable mandatory law.
- 4.3 HML does not issue its own bills of lading, house bills of lading, air waybills, sea waybills, multimodal transport documents or other Transport Documents as contractual carrier, multimodal transport operator or NVOCC. Any Transport Document used in connection with the Services shall be issued by or on behalf of the relevant Carrier, terminal operator, warehousekeeper or other Sub-contractor. Where HML assists Principal in obtaining, forwarding, completing or processing such Transport Documents, it does so solely as freight forwarder and agent of Principal, and this shall not constitute HML assuming carrier, common carrier, bailee, warehousekeeper or multimodal transport operator liability.
- 4.4 If, notwithstanding these Conditions, a situation arises in which HML may be considered to assume the obligations of a carrier, common carrier, bailee, warehousekeeper, multimodal transport operator or NVOCC, HML shall be entitled to refuse or suspend the relevant Services unless and until a separate written agreement has been concluded expressly setting out such role, the applicable liability regime, the adjusted charges and the insurance arrangements.
- 4.5 HML shall have the right to select Carriers and Sub-contractors at its discretion, unless Principal has given specific written instructions. HML shall not be liable for acts or omissions of Carriers or Sub-contractors except as provided in Article 11.
- 4.6 Principal acknowledges that transport of Goods may be subject to mandatory provisions of international conventions including CMR, the Hague-Visby Rules, the CMNI and comparable instruments, and that such provisions may govern the liability of Carriers. HML shall, upon request, identify the underlying Carrier and the applicable transport regime.

5. Instructions and Principal Cooperation

- 5.1 Principal shall provide HML, free of charge and in good time, with all Instructions, information, data, documents and authorisations required for the proper performance of the Services, including: accurate description and classification of the Goods, weight, dimensions, number of packages, marks and numbers, value, nature (including dangerous, fragile or temperature-sensitive character), place of receipt, place of delivery, special requirements, and any applicable customs, trade control, phytosanitary or other regulatory requirements.
- 5.2 Principal warrants the accuracy and completeness of all Instructions. Principal shall be liable for all costs, losses, damages, fines and liabilities arising from inaccurate, incomplete, late or misleading Instructions, including mis-declaration or improper classification of Goods.
- 5.3 Principal shall ensure that all Goods are properly and lawfully packaged, labelled, marked and documented for transport in accordance with applicable laws, regulations, Carrier requirements and industry standards.
- 5.4 Principal shall obtain, at its own cost, all export licences, import permits, certificates of origin, phytosanitary certificates, trade control authorisations and other regulatory documents required for the Goods.
- 5.5 HML may rely on the accuracy of Instructions without independent verification and shall not be liable for consequences arising from deficiencies in Principal's Instructions.
- 5.6 Principal shall immediately notify HML of any changes to Instructions already given. HML shall not be bound by amended Instructions if they can no longer reasonably be complied with given the stage of performance reached.
- 5.7 Pallets and similar load carriers used in connection with the Goods are considered part of the packaging. Exchange of pallets (including EURO pallets) shall only take place where expressly agreed in advance in writing and shall be subject to a separate surcharge. In the absence of such agreement, HML shall not be obliged to return or exchange pallets, and Principal shall not be entitled to compensation for pallets retained, consumed or lost in the course of the Services.

6. Performance of Services

- 6.1 HML shall perform the Services with the reasonable care and skill expected of a competent forwarding and logistics service provider.
- 6.2 Delivery dates, estimated times of arrival and departure, transit times and other schedule indications given by HML, including those stated in rate sheets or service descriptions, are indicative guidelines only and are not guaranteed. Transit times shall only constitute a binding commitment of HML if expressly agreed in writing as a time-guaranteed delivery against payment of a separately agreed fixed-time delivery

surcharge.

6.3 HML may, without prior consent, deviate from agreed or customary routes, arrange transshipment, substitute any vessel or vehicle, and take any other action that HML, in its reasonable discretion, considers necessary for the safety of the Goods or performance of the Services.

6.4 HML shall not be obliged to accept Goods if: (a) Instructions are insufficient or incomplete, (b) the Goods do not comply with applicable laws or carriage requirements, (c) the Goods are damaged or improperly packed, (d) payment or security has not been provided as required, or (e) HML suspects undeclared Dangerous Goods.

6.5 HML is entitled to open or inspect any package or container where HML has reasonable grounds to suspect undeclared Dangerous Goods or contraband. Costs of such inspection shall be borne by Principal.

6.6 HML is entitled to commissions, rebates, brokerage fees and similar benefits from Carriers and Sub-contractors and is not obliged to disclose or account to Principal for such benefits unless required by applicable law.

7. Sub-contracting and Routing

7.1 HML is authorised to engage any Sub-contractor, including Carriers, warehousekeepers, stevedores, customs agents and terminal operators, for the performance of Services.

7.2 Where a Sub-contractor limits or excludes its liability by standard conditions, that limitation or exclusion shall apply to and benefit HML to the same extent.

7.3 HML shall not be liable for the acts, omissions, defaults, delay or negligence of any Carrier or Sub-contractor, except to the extent HML has failed to exercise reasonable care in selection.

7.4 Where Principal nominates a specific Carrier or Sub-contractor, HML's liability for that party's performance is excluded entirely unless HML has expressly accepted responsibility for vetting in writing.

7.5 HML may, at Principal's request and cost, provide information to enable Principal to bring a claim directly against a Sub-contractor.

8. Dangerous Goods

8.1 Principal shall not tender Dangerous Goods without prior written approval from HML, and shall provide full written details of the UN number, proper shipping name, packing group, emergency contact and all other information required by applicable regulations.

8.2 Principal warrants that any Dangerous Goods tendered are properly classified, packed, labelled, marked and documented in accordance with all applicable laws and Carrier requirements.

8.3 HML may at any time, without liability and at Principal's cost, take such actions as HML considers necessary including destroying, abandoning or disposing of Dangerous Goods if there is an imminent risk to persons, property or the environment.

8.4 Principal shall indemnify HML and its Sub-contractors against all losses, damages, fines, clean-up costs and third-party claims arising from Dangerous Goods tendered by or on behalf of Principal, whether or not properly declared.

8.5 HML may refuse to accept or continue transporting or storing any goods it reasonably suspects to be undeclared Dangerous Goods.

9. Storage

9.1 Where HML arranges Storage, whether at its own facilities or at third-party facilities, HML acts as forwarding agent unless a separate written Storage agreement expressly designates HML as warehousekeeper.

9.2 Storage at third-party facilities shall be on the conditions of such facilities, which shall apply to and benefit HML to the same extent.

9.3 Storage in connection with transport, for a period not exceeding fifteen (15) calendar days, shall be treated as forming part of the transport Services and shall be governed by the liability regime set out in Article 11.

9.4 Storage exceeding fifteen (15) calendar days, or Storage not provided in direct connection with transport, shall be subject to additional limitations as follows: (a) HML's liability shall not exceed two (2) SDR per kilogram of Goods lost or damaged, with an aggregate cap of fifty thousand SDR (SDR 50,000) per assignment, and (b) HML's total liability towards all Principals for damage occurring on one and the same occasion at any Storage facility (including but not limited to fire, flooding, theft or collapse) shall not exceed five hundred thousand SDR (SDR 500,000), to be apportioned pro rata among affected Principals where claims exceed this aggregate.

9.5 Principal shall ensure Goods tendered for Storage are properly packed and suitable for storage under applicable conditions. HML shall not be liable for loss or damage arising from inherent vice, latent defect, or inadequate packaging.

9.6 Goods in Storage are not insured at HML's expense against fire, water, theft or any other risk. Insurance of Goods in Storage is the sole responsibility of Principal in accordance with Article 12. HML shall in no event be liable for any consequential cost, business interruption or other indirect loss arising from damage to or loss of Goods in Storage, regardless of cause.

9.7 Storage charges accrue from the date Goods are received. If Principal fails to collect or arrange onward movement within the agreed period, HML may charge additional storage fees and, after written notice, arrange removal, auction or disposal at Principal's cost. Net proceeds shall be applied against amounts owed by Principal.

9.8 HML shall have a right of retention and pledge over all Goods in Storage for all amounts owed by Principal to HML.

10. Customs and Regulatory Compliance

10.1 HML may arrange customs clearance, import and export formalities and related regulatory procedures as part of the Services, directly or through a licensed customs

agent.

10.2 Principal remains responsible for the accuracy, completeness and legality of all customs declarations, licences, trade control authorisations and related documentation, regardless of whether HML assists in their preparation.

10.3 Principal shall indemnify HML against all fines, penalties, duties, taxes, levies and third-party claims arising from customs non-compliance, mis-declaration, incorrect classification or sanctions violations attributable to Principal's Instructions or the nature of the Goods.

10.4 HML shall comply with all applicable sanctions and export controls. HML may refuse to perform Services, or suspend performance, where (a) the Goods, destination, Principal or Consignee is or becomes subject to applicable sanctions, or (b) any bank, insurer, classification society, Carrier, terminal operator, port authority or other party necessary for performance refuses, on compliance, sanctions, reputational or risk-management grounds, to provide services, processing or facilities required to perform the Services, even where no formal legal prohibition applies. Resulting costs shall be for Principal's account.

10.5 Principal warrants that neither Principal, the Consignee, nor any person with a beneficial interest in the Goods is subject to applicable sanctions, and shall immediately notify HML of any change.

10.6 Principal acknowledges that certain geographical areas carry a heightened risk of diversion of Goods to countries or entities subject to comprehensive sanctions, including but not limited to Iran, Syria, North Korea, Cuba, Crimea, the so-called Donetsk and Luhansk regions, Russia and Belarus. Principal undertakes to implement appropriate due diligence measures to prevent diversion of Goods in violation of applicable sanctions imposed by the United Nations, the European Union, the United States or other relevant authorities. Principal shall indemnify HML against all losses, fines, penalties and third-party claims arising from any breach of sanctions or diversion of Goods attributable to Principal, the Consignee or the supply chain instructed by Principal.

11. Liability

11.1 HML's liability as freight forwarder is limited as set out in this Article. HML shall not be liable as carrier, common carrier or bailee unless Article 4.2 applies.

11.2 HML shall only be liable for loss, damage or delay if and to the extent caused by HML's own negligence or wilful misconduct in the performance of its forwarding duties, and not by the acts or omissions of Carriers or Sub-contractors.

11.3 Where HML is liable under Article 11.2, HML's liability for loss of or damage to Goods shall not exceed the lower of:

- two (2) SDR per kilogram of gross weight of the Goods lost or damaged;
- the actual proven loss or damage; or
- the total freight charges invoiced by HML for the specific Services to which the claim relates.

11.4 In addition to the per-kilogram limitation in Article 11.3, HML's aggregate liability shall not exceed one hundred thousand SDR (SDR 100,000) per assignment, and shall in no event exceed five hundred thousand SDR (SDR 500,000) for damage occurring on one and the same occasion irrespective of the number of Principals affected, to be apportioned pro rata among affected Principals where claims exceed this aggregate.

11.5 In the event of delay, HML's liability shall not exceed the freight charges invoiced for the delayed Services, unless a guaranteed delivery date has been expressly agreed in writing against payment of a time-guaranteed delivery surcharge.

11.6 Where HML's liability arises from acts or omissions of a Carrier or Sub-contractor against whom HML has a right of recourse, HML's liability towards Principal shall not exceed the amount that HML is able to recover from that Carrier or Sub-contractor, taking into account all limitations of liability, defences and time bars available to that Carrier or Sub-contractor. HML shall not be obliged to commence or pursue recourse proceedings beyond what is commercially reasonable.

11.7 HML shall not be liable for any indirect, consequential, commercial, financial or operational loss or damage, including loss of profit, loss of revenue, loss of market, loss of contracts, loss of opportunity, cost of replacement transport, demurrage or detention charges.

11.8 HML shall not be liable for any special interest, project-related loss or consequential project cost, including loss arising from project delay, vessel off-hire, yard delay, missed sailings, contractual penalties, liquidated damages, loss of subsidy, loss of finance, loss of charter or loss of any commercial arrangement to which the Goods relate, irrespective of whether HML was aware or could have been aware of the project context, the value of the Goods or the criticality of timely delivery. Such liability shall only arise where HML has expressly accepted the relevant risk in writing against payment of a separately agreed surcharge.

11.9 Where mandatory provisions of an applicable convention (including CMR, the Hague-Visby Rules or the CMNI) govern the liability of a Carrier, HML shall provide Principal on request with details necessary to bring a direct claim against that Carrier.

11.10 The limitations in this Article shall not apply to loss caused by HML's intentional misconduct or gross negligence personally attributable to HML's directors or senior management.

11.11 HML shall not be liable for loss or damage arising from:

- inherent vice, latent defect, nature or insufficient packaging of the Goods;
- inaccurate, incomplete or misleading Instructions by Principal;
- failure by Principal to obtain required licences, permits or authorisations;
- acts or omissions of Principal, Consignee or any person acting on their behalf;
- force majeure as defined in Article 16;
- compliance with Instructions given by Principal or Consignee;
- seizure, detention, forfeiture or other action by governmental or regulatory authorities; or

- strikes, lockouts, civil commotion, war or armed conflict.

11.12 Claims against HML shall be notified in writing within fourteen (30) days of delivery, or in case of non-delivery within fourteen (30) days of the date on which delivery was due. Failure to notify within this period precludes any claim against HML unless HML had actual knowledge of the loss or damage.

11.13 Any legal proceedings against HML shall be brought within nine (9) months of the date of delivery or due delivery date. This period cannot be extended by correspondence or partial acknowledgement.

11.14 HML's liability shall be reduced to the extent Principal has contributed to the loss, damage or delay through its own negligence, breach or inadequate Instructions.

12. Cargo Insurance

12.1 HML does not automatically insure the Goods. Insurance of the Goods against transport and storage risks is the sole responsibility of Principal, unless HML has been expressly instructed in writing to procure insurance and has confirmed acceptance of that instruction.

12.2 Where Principal instructs HML to procure cargo insurance, HML acts as agent of Principal. HML shall not be liable for deficiencies in coverage, insurer insolvency or failure of the insurer to pay. HML shall not be obliged to arrange insurance above the value declared by Principal.

12.3 Where HML procures insurance at Principal's request, all premiums, taxes and costs shall be for Principal's account. HML is entitled to a customary handling fee.

12.4 The existence or non-existence of cargo insurance shall not affect HML's liability under Article 11.

12.5 Principal is strongly advised to maintain all-risks cargo insurance covering the Goods throughout transport and storage. HML shall not be responsible for any uninsured loss that would have been covered by insurance Principal failed to obtain.

13. Pricing and Payment

13.1 All rates and charges are exclusive of VAT, customs duties, excise duties and other governmental charges, which are for Principal's account.

13.2 Rates are based on information provided by Principal. If actual circumstances differ, HML may adjust charges accordingly.

13.3 HML may pass on to Principal all additional charges, surcharges, port costs, terminal charges, congestion surcharges, bunker adjustment factors, currency adjustment factors, peak season surcharges, documentation fees, inspection fees, fumigation costs and similar charges imposed by Carriers, Sub-contractors or authorities.

13.4 Without prejudice to Article 13.3, all demurrage, detention, container imbalance charges, storage and warehousing charges, quay rent, port congestion costs, waiting time, failed delivery costs, customs delays and similar costs arising in connection with the Services shall be for Principal's account and shall be invoiced separately by HML, regardless of cause, save where such costs are caused exclusively by HML's own gross negligence or wilful misconduct.

13.5 HML reserves the right to increase agreed rates with immediate effect where the increase can be substantiated by documented external cost increases, including statutory duties, taxes, exchange rate fluctuations, fuel surcharges, security surcharges, price adjustments or other surcharges imposed by Carriers, Sub-contractors, ports, terminals or authorities. HML shall notify Principal of any such increase as soon as reasonably practicable.

13.6 If the prerequisites on which the Agreement was based (including volumes, tonnage figures, lanes, frequency or commodity mix) are subject to considerable change during the term of the Agreement, either party may request a review of rates and conditions. The parties shall enter into good faith negotiations to agree adjusted terms.

13.7 Unless otherwise agreed in writing, payment shall be made within thirty (30) calendar days of the invoice date, in the invoice currency, in the manner specified by HML.

13.8 Objections to an invoice shall be submitted in writing within fourteen (14) days of the invoice date, failing which the invoice is deemed accepted. Objections do not suspend payment obligations.

13.9 Principal waives any right of set-off or counterclaim against amounts owed to HML.

13.10 If Principal fails to pay when due, Principal is in default without notice of default. Default interest of one and a half percent (1.5%) per month or part of a month shall accrue, or the statutory commercial interest under Dutch law if higher.

13.11 Upon default, all other claims of HML against Principal become immediately due and payable.

13.12 Principal shall reimburse HML for all extrajudicial collection costs, being at least fifteen percent (15%) of the outstanding amount with a minimum of € 250.

13.13 HML may require advance payment or security before commencing or continuing performance where Principal's financial condition materially deteriorates or HML has reasonable grounds to believe Principal may not perform its payment obligations.

13.14 Freight charges and all other amounts due to HML are earned upon commencement of the relevant Services and are non-refundable whether or not Delivery of the Goods is achieved, unless expressly agreed otherwise.

14. Lien, Pledge and Retention

14.1 HML shall have a general lien and right of retention over all Goods, Transport Documents and other items in its actual or constructive possession for all amounts owed by Principal to HML under the Agreement or any other agreement between the parties, including freight, charges, storage costs, demurrage, duties, taxes, advances and damages.

14.2 All Goods and Transport Documents in HML's actual or constructive possession shall serve as pledge in favour of HML for all amounts referred to in Article 14.1, including

damages, costs and interest.

14.3 HML may, after giving fourteen (14) days' written notice to Principal, sell or otherwise dispose of Goods subject to its lien by private or public sale and apply the net proceeds against amounts owed. Any surplus shall be remitted to Principal.

14.4 HML may exercise its lien against any Goods held by or for HML, regardless of whether ownership has passed to a third party after the Goods were received by HML.

14.5 The costs of storage, handling and disposal during exercise of HML's lien shall be borne by Principal.

15. HML Insurance

15.1 HML shall maintain general liability insurance and forwarding liability insurance in amounts appropriate to its activities.

15.2 HML's insurance is for HML's own benefit and does not cover the Goods or Principal's interest therein. Article 12 governs cargo insurance.

15.3 HML's insurance obligations do not expand HML's liability as set out in Article 11.

16. Force Majeure

16.1 Force majeure means any event or circumstance beyond the reasonable control of the affected party which could not reasonably have been foreseen, avoided or overcome and which directly prevents or materially impedes performance. Force majeure includes: acts of God, natural disasters, flooding, abnormally low or high water levels, ice drift, extreme weather, fire, accidents, pandemics or epidemics, governmental measures and embargoes, port closures, withdrawal of permits, war, terrorism, piracy, civil unrest, strikes and labour disputes affecting Carriers or ports (other than those affecting only HML's own workforce), transport restrictions and infrastructure failures.

16.2 Financial difficulties, increases in costs, currency fluctuations and commercial inconvenience shall not constitute force majeure.

16.3 The affected party shall notify the other party in writing without undue delay, stating the nature and expected duration of the event and the obligations affected.

16.4 During force majeure, affected obligations are suspended to the extent performance is prevented. HML may re-route, transship or take other reasonable measures at Principal's expense to mitigate delays.

16.5 Force majeure does not relieve Principal of payment obligations for Services already performed.

16.6 If force majeure continues for more than sixty (60) consecutive calendar days, either party may terminate the Agreement by written notice without liability for damages, save for amounts already due.

17. Suspension and Termination

17.1 HML may suspend all or part of the Services without liability if: (a) Principal is in default with any payment, (b) Principal has not provided required Instructions, information or documents, (c) HML reasonably suspects undeclared Dangerous Goods, or (d) Principal's financial condition has materially deteriorated.

17.2 HML may terminate the Agreement with immediate effect if: (a) Principal commits a material breach not cured within seven (7) days of written notice, (b) Principal becomes bankrupt, is granted a suspension of payments, undergoes debt restructuring or is dissolved, (c) Principal is subject to applicable sanctions, or (d) continuing performance would breach applicable law.

17.3 Upon termination, Principal shall pay all amounts due for Services performed up to termination, including all charges, disbursements, demurrage and costs incurred or committed by HML on Principal's behalf.

17.4 Where the Agreement constitutes a continuing cooperation arrangement (such as a framework agreement, ongoing service arrangement or contract of affreightment) rather than a single one-off assignment, either party may terminate the Agreement for convenience by giving three (3) months' written notice. Termination for convenience shall not affect individual assignments already accepted by HML, which shall be completed in accordance with their terms.

17.5 Termination shall not affect accrued rights, payment obligations, confidentiality obligations or liabilities arising prior to termination.

18. Confidentiality and Data Protection

18.1 Each party shall treat as confidential all Confidential Information disclosed by the other party, use it solely for the purposes of the Agreement, and not disclose it to third parties without prior written consent, except on a need-to-know basis to staff, Sub-contractors and advisers bound by equivalent obligations.

18.2 Confidentiality obligations shall not apply to information that is publicly available, was already in the receiving party's possession, is received from a third party without restriction, or must be disclosed by law.

18.3 Confidentiality obligations shall survive termination for five (5) years.

18.4 Where the Agreement involves the Processing of Personal Data within the meaning of Regulation (EU) 2016/679 ("GDPR"), the parties shall agree a written data processing arrangement compliant with article 28 GDPR before Processing commences.

18.5 HML may use anonymised logistics and cargo movement data for internal reporting, benchmarking and service improvement without identifying Principal or its customers.

19. Miscellaneous

19.1 If any provision of these Conditions is held void, invalid or unenforceable, the remaining provisions remain in full force.

19.2 Where a Dutch text of these Conditions has been deposited with the Chamber of Commerce, the deposited Dutch text shall prevail over any translation.

19.3 No waiver by HML of any right shall be effective unless in writing. Failure or delay in exercising any right shall not constitute a waiver.

19.4 Notices shall be in writing and sent to the address stated in the Agreement, by post, courier or email to a verified business address.

19.5 Principal shall not assign, transfer or pledge any claims or rights against HML without HML's prior written consent. Transition of claims under article 6:251 of the Dutch Civil Code is excluded.

19.6 HML may assign its rights and obligations under the Agreement to any affiliated entity or successor with prior notice to Principal.

20. Governing Law and Jurisdiction

20.1 The Agreement and these Conditions shall be governed exclusively by the laws of the Netherlands.

20.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

20.3 These Conditions are entered into between professional parties acting in the course of their business. All disputes shall be submitted exclusively to the competent court in Rotterdam, the Netherlands. HML may, at its sole option, also bring proceedings before any other court of competent jurisdiction, including the courts of Principal's place of establishment.

20.4 Nothing in these Conditions shall preclude HML from seeking interim or conservatory relief in any competent jurisdiction.