



---

## GENERAL TRUCKING TERMS AND CONDITIONS

---

**WEC Lines**  
Albert Plesmanweg 59  
3088 GB Rotterdam

P.O. Box 59230  
3008 PE Rotterdam  
The Netherlands

**T** +31 10 491 33 50  
**E** [office@weclines.com](mailto:office@weclines.com)  
[weclines.com](http://weclines.com)

Sensitivity: Internal

A solid blue horizontal bar located at the bottom right corner of the page.

## BACKGROUND

Whereas, WEC Lines B.V. (hereafter: WEC) wishes to appoint the Haulier to provide the Transport Services (as defined below) subject to and in accordance with these terms and conditions.

Whereas, it is agreed that WEC will deliver to the Haulier Containers for transportation from WEC's terminal or such points for loading or unloading of Goods from or to the container and back to WEC's terminal or such other point or points as may be designated by WEC, and whereas it is further agreed that the Haulier will provide suitable vehicles and equipment and undertakes the Transport Services (as defined below).

### 1. INTERPRETATION

1.1 In this Agreement, the following definitions are used:

**"Agreement"** means these general terms and any appendix hereto as may be amended in writing from time to time by agreement between the Parties;

**"Bill of Lading"** means WEC's current bill of lading or sea waybill as appropriate in the particular case, or other document issued or deemed issued by WEC and evidencing the contract of carriage between WEC and its customer. The terms and conditions of WEC's bill of lading and sea waybill are incorporated into this Agreement and can be viewed and printed from the WEC Website at [https://weclines.com/wp-content/uploads/2023/08/bill\\_of\\_lading.pdf](https://weclines.com/wp-content/uploads/2023/08/bill_of_lading.pdf)

**"Charges"** means the fees to be charged by the Haulier to WEC in respect of the Transport Services, as set out in Clause 8.

**"Container"** means and includes any standard ISO and CSC plated container (including open-top, reefers, platforms, tanks and flat racks), platform, box, pallet or other item used for the consolidation, carriage or packing of Goods and whether such Container is empty or partly or fully loaded;

**"Effective Date"** means the date first written above, or the date the Transport Services are commenced, if earlier;

**"Goods"** means the whole or any part of the cargo and any packaging and any Container, in respect of which the Haulier provides the Transport Services;

**"Force Majeure"** means any Act of God, earthquake, epidemic, flood, terrorism or terrorist attack, war or other event whatsoever beyond the reasonable control of the Party claiming Force Majeure. Force Majeure does not include any strike, labour dispute or industrial action which could reasonably have been prevented by the Haulier;

**"Transport Services"** means the transportation of Containers and/or Goods as per Clause 4 between the locations agreed to by the Parties hereto.

1.2 The headings in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.

1.3 In this Agreement references to the singular shall include the plural and vice versa.

## **2. APPOINTMENT**

- 2.1 The Haulier agrees to provide the Transport Services to WEC from the Effective Date.
- 2.2 WEC is free to appoint other persons, bodies, companies, partnerships or corporations to provide services of a same or similar nature to the Transport Services.
- 2.3 WEC does not undertake or warrant to tender any minimum quantity of Goods or Containers, or requests or orders for Transportation Services, to the Haulier during the term of this Agreement or otherwise.

## **3. TERM & TERMINATION**

- 3.1 This Agreement shall take effect from the Effective Date and shall continue to be in force for an initial period of one year (“Initial Term”). A new 1-year term shall commence automatically upon the expiration of the Initial Term or subsequent term unless notice is given according to Clause 3.2. This renewal and termination procedure shall apply for each subsequent 1-year term after the Initial Term. Notwithstanding the above, freights and rates renegotiation shall be provided on a yearly basis. In the event no agreement can be reached between the Parties within 30 days after each anniversary of the Effective Date of this Agreement, this Agreement shall be terminated.
- 3.2 Notwithstanding Clause 3.1, this Agreement may be terminated at any time in any of the following ways:
  - (a) on at least three (3) months’ notice by the Haulier to WEC;
  - (b) at any time by WEC on the expiry of one (1) month notice to the Haulier;
  - (c) on the failure by either Party to remedy a Material Breach of this Agreement which has not been remedied within seven (7) days after notice of the Material Breach has been served by the other Party;
  - (d) immediately by either Party if the other Party enters into any form of insolvency, bankruptcy, receivership, administration, or ceases or threatens to cease to carry on its business, or passes a resolution for winding up, or is unable to pay its debts; or
  - (e) if either Party due to an event of Force Majeure is prevented from or seriously delayed in performing its obligations for a continuous period exceeding 1 month, the other Party may terminate this Agreement with immediate effect.
- 3.3 ‘Material Breach’ of this Agreement includes a breach of the Haulier’s insurance obligations, in accordance with Clause 6, a failure by the Haulier to pay claims when due, or a failure on the part of the Haulier to fulfil and deliver any of the Transport Services set out in this Agreement on 3 or more occasions.
- 3.4 Termination of this Agreement for any reason whatsoever shall be without prejudice to the Parties’ rights and obligations under the Agreement which have accrued prior to termination. The clauses and provisions of this Agreement which by their nature survive termination shall remain in full force and effect notwithstanding the termination of this Agreement for whatever reason.

## **4. THE HAULIER ’S PERFORMANCE**

- 4.1 The Haulier shall provide the Transport Services in a workmanlike, professional, safe and proper manner and shall comply with all applicable regulations, laws, ordinances and best industry practices (including those applicable to carriage of Goods, safety, health and the environment).
- 4.2 The Haulier shall hold any necessary approvals, certificates or licenses for performing the Transport Services, including any other necessary approval or license for conducting international transport, if part of the Transport Services. The Haulier shall pay all

governmental and municipal costs, or other costs in accordance with any applicable laws, rules and regulations. Such costs are deemed to be included in the Charges.

- 4.3 The Haulier shall employ and maintain sufficiently experienced licensed, qualified, trained, directed and supervised staff necessary to properly and safely perform the Transport Services in compliance with this Agreement.
- 4.4 The Haulier shall provide and maintain equipment, including without limitation equipped tractors and chassis and/or trailers of a sufficient amount and standard suitable for transportation of all types of Containers and/or Goods, and which are necessary to properly and safely perform the Transport Services in compliance with this Agreement. WEC or other persons designated by WEC, may at any time inspect all equipment and facilities used by the Haulier as well as the operations of the Haulier. Such right shall be exercised upon reasonable pre-notice to the Haulier and may not significantly interfere with the Haulier's performance of its obligations under this Agreement.
- 4.5 The Haulier shall provide and maintain equipment which:
  - (a) are suitable for carriage of all types of Containers and/or Goods; and
  - (b) are able properly and safely to load and discharge and able to carry Containers and Goods to and from all the terminals covered by this Agreement.
- 4.6 The Haulier shall always use its best efforts to serve the interests of WEC in all respects.
- 4.7 The Haulier shall in every respect comply with the provisions hereof and any amendment hereto, including such further reasonable directions, orders or requests as may from time to time be issued by WEC ("Additional Instructions"). The Haulier's failure to object to or the Haulier's performance of such Additional Instructions within a period of three (3) days will be regarded as acceptance of such instructions from WEC. Should such Additional Instructions, for whatever reason, not be adhered to by the Haulier, then the latter will be regarded as in breach of this Agreement and the Haulier will be liable for any and all damages, loss, indemnities or claims WEC may suffer because of the Haulier's failure to adhere to such Additional Instructions.
- 4.8 Although the actual performance and supervision of the Transport Services is the sole responsibility of the Haulier, WEC shall have the right to designate one or more representatives who shall at all times have access to the facilities of the Haulier, and with whom the Haulier agrees to co-operate.
- 4.9 Where WEC has specified rules, procedures, timings and requirements in writing, the Haulier shall adhere and conform to such rules, procedures and requirements.
- 4.10 The Haulier shall be authorised and equipped to transport Goods and/or Containers to and from designated port locations, including ports in various counties. The Parties hereto agree that the port locations to be used in respect of each of the Transport Services shall be identified prior to the commencement of the Transport Services and by the express agreement of both the Haulier and WEC.
- 4.11 The Haulier shall transport promptly and expeditiously the Containers furnished to the Haulier and return the Containers to the terminal of WEC from which it was received or to such other point as may be designated by WEC. Except for Goods carried from or to WEC's terminals, no other goods may be loaded in the Container for any purpose whatsoever without the consent of WEC.
- 4.12 At the time of delivery of the Containers to the Haulier by WEC, the Haulier shall make an inspection of each Container and shall inform WEC of any damages or defects. Any person (including driver) receiving Containers from WEC is deemed to be an authorised representative of the Haulier. The Parties shall then jointly execute a "Pre- Carriage Equipment Receipt and Inspection Report" recording the condition of such Containers, and

any damage or defects sustained by such Containers upon its reception by the Haulier. The “Pre-Carriage Equipment Receipt and Inspection Report” will be binding upon the Parties. Once Containers are redelivered to WEC after performance of the Transport Service by the Haulier, the Parties shall jointly execute a “Post-Carriage Equipment Receipt and Inspection Report” recording the condition of such Containers, and any damage or defects sustained by such Containers while under the Haulier’s custody and control. The Haulier shall be liable for any change in conditions, and any additional damage, defects or alterations, as evidenced by the two records.

- 4.13 The Haulier is liable for any damage, defects, or alterations to the Containers and is further liable for any lost, stolen, destroyed or irreparably damaged Containers as revealed by the “Post-Carriage Equipment Receipt and Inspection Report”.
- (a) In the event of any damage, defects, or alterations to the Containers, the Haulier shall compensate WEC, as per Clause 10 hereunder for any costs to restore the Containers to their original condition, as recorded in the “Pre- Carriage Equipment Receipt and Inspection Report”.
  - (b) If any Container is lost, stolen, destroyed or irreparably damaged, the Haulier shall compensate WEC, as per Clause 10 hereunder for any costs to replace the Containers lost, stolen, destroyed or irreparably damaged.

In the event of either (a) or (b) above, compensation must be paid within thirty (30) working days from billing by WEC, in the absence of which WEC shall be entitled to deduct the said compensatory amount from the Haulier’s outstanding invoices.

- 4.14 The Haulier shall not permit any Goods or Containers to leave its custody or control without express written permission from WEC, and then only to the extent of such permission. Furthermore, the Haulier shall have complete control and supervision of such Goods or Containers while in the Haulier’s custody and possession and shall control the detail of the work of any person including employees, agents or subcontractors of the Haulier operating, transporting or using said Containers during such time.
- 4.15 The Haulier warrants that it at all times has sufficient capacity to provide the Transport Services ordered by WEC.
- 4.16 To the extent any of the obligations are subcontracted under this Agreement, the Haulier remains liable for the subcontractor’s performance and subcontractor’s fulfilment of the Haulier’s obligations under this Agreement.
- 4.17 All the cost and delays due to service failure of the Haulier will be on the Haulier’s account.
- 4.18 The Haulier shall ensure that Containers shall be returned immediately after stripping.
- 4.19 The Haulier shall promptly inform WEC if any equipment (including without limitation tractor, trailer or Containers, full or empty) is confiscated by the Custom authorities or by other governmental institutions.

## **5. SECURITY MEASURES AND ESG REQUIREMENTS**

- 5.1 The Haulier agrees that for all Containers moving under this Agreement, container integrity must be maintained to protect against the introduction of unauthorized material and/or persons while in the Haulier’s custody; the Haulier therefore agrees to the following:
- (a) To ensure that rigorous safety policies are identified, implemented and maintained by the Haulier and/or any sub-contractor and that there is adequate protection for the Containers, employees and any members of the public who may, from time to time, visit the Haulier’s facility.

- (b) To act in accordance with the health and safety conditions required under the applicable laws and to ensure that adequate monitoring procedures are in place to ensure day to day compliance;
- (c) To provide adequate physical barriers and deterrents that guard against unauthorized access to the Haulier's facility;
- (d) To institute processes to screen prospective employees and to periodically check current employees, as appropriate.

5.2 The Haulier warrants and undertakes to WEC that it has conducted and that it will conduct business during the term of this Agreement in compliance with all Swiss, EU and local duty of vigilance (or any similar) and sustainability applicable legislation, as well as environmental and sustainability reporting requirements. The Haulier shall take all reasonable steps to ensure that its suppliers, subcontractors, and any person under its control conduct business in a manner consistent with these laws, rules and regulations.

5.3 The Haulier has been and will remain during the term of this Agreement in compliance with and commits that its suppliers, subcontractors and any person under its control have complied and will comply during the term of this Agreement with all applicable legislation especially related to human rights, environmental protection, and sustainable development as well as health and safety obligations. The Haulier has adopted and implemented appropriate and effective policies and processes to ensure compliance with these obligations by itself and any person within its control including, without limitation, compliance due diligence policies, regular internal and subcontractor audits as well as training.

## **6. HAULIER 'S INSURANCE**

6.1 The Haulier shall, prior to the Effective Date, provide evidence of and maintain at its own expense, full insurance coverage with a reputable insurer for all Transport Services and its other obligations and liabilities under this Agreement. On demand, the Haulier shall provide to WEC the policy document and most recent receipt for premium, and shall perform any obligation required of it by such insurance, and do nothing which could invalidate such insurance. Such insurance shall include, as a minimum, cover for (a) protection & indemnity; (b) third party liabilities; (c) liabilities for loss or damage to Goods and Container and, errors and omissions. Each cover shall be on terms no less favourable to the Haulier than market terms and for an amount per incident acceptable to WEC and otherwise meeting any statutory requirements.

6.2 The Haulier shall ensure that WEC is given immediate written notice of any cancellation, termination, suspension, revocation, or material amendment in cover of such insurance.

6.3 No insurances or the limits of such insurances shall be construed in any way as a limit of the Haulier's liability.

## **7. COMPLIANCE WITH LAWS**

7.1 The Haulier shall comply with Swiss and European Union sanctions, U.S. extraterritorial sanctions laws, and any other applicable sanctions and export control laws and regulations ("Applicable Trade Laws").

7.2 The Haulier represents and warrants that neither it nor any of its shareholders, affiliates, subsidiaries, directors, agents, employees, subcontractors, or any person involved in the provision of the Services ("Related Parties") are (i) listed, or owned or controlled by a person listed, on the Specially Designated Nationals and Blocked Persons List of the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), any other similar list maintained by the Council of the European Union, the State Secretariat for Economic Affairs of Switzerland, his Majesty's Treasury of the United Kingdom or any other sanctions

- authority, or (ii) otherwise targeted by the Applicable Trade Laws, whether designated by name or by reason of being included in a class of persons.
- 7.3 The Haulier shall (i) have in place appropriate due diligence procedures to ensure compliance with Applicable Trade Laws, and (iii) keep adequate records of this compliance process.
- 7.4 The Haulier represents and warrants that neither it, nor any of its Related Parties, has been found in violation of Applicable Trade Laws or Applicable Anticorruption Laws or has been or is the subject of any investigation or proceedings by any governmental, judicial, administrative or regulatory body regarding any sanctions or corruption (alleged) offence.
- 7.5 The Haulier shall comply with Swiss and any other applicable laws and regulations related to anti-corruption and anti-bribery, including but not limited to the relevant provisions of Swiss law, including Swiss criminal law and the Swiss Unfair Competition Act, the French Sapin II Law the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977 (“Applicable Anticorruption Laws”). Neither the Haulier, nor of its Related Parties, will not solicit, request, offer, promise, pay or authorize the payment of money or anything of value, or take any action in furtherance of such a payment, whether by direct or indirect means, from or to any Government official or any person for the purpose of expediting, facilitating or improperly influencing any act or decision, or otherwise secure any undue advantage for the Haulier, its Related Parties or WEC. The Haulier will perform appropriate anti-corruption related due diligence to ensure compliance with Applicable Anticorruption Laws. For the purpose of this provision, “Government Official” means: (i) serving with, employed by or acting as an agent of any agency or entity of the national, state or municipal governments of any country; (ii) serving with, employed by or acting as an agent of any public international organization; (iii) working in any government owned or government-controlled commercial enterprise; (iv) working in a political party; (v) running as a candidate for a political office.
- 7.6 The Haulier shall not, and shall cause its Related Parties not to, take any action or omit to take any action that may cause WEC or its affiliates to be in breach of any Applicable Trade Laws and/or Applicable Anticorruption Laws.
- 7.7 The Haulier commits that it has always complied with and that it shall continue to comply during the term of this Agreement with all applicable laws, statutes, and regulations relating to human rights, including but not limited to and where applicable, the United Kingdom Modern Slavery Act 2015 and Swiss regulations with respect to child labour due diligence (Articles 964j et seq. of the Swiss Code of Obligations and the Ordinance on Due Diligence and Transparency in relation to Minerals and Metals from Conflict-Affected Areas and Child Labour dated 3 December 2021), the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organization’s Declaration on Fundamental Principles and Rights at Work (“**Human Rights**”).
- 7.8 The Haulier shall be prohibited to engage in and shall ensure that its suppliers, subcontractors, and any person under its control do not engage in, any form of convict, indentured, or forced labour, including forced or indentured child labour.
- 7.9 The Haulier agrees to provide, upon request, certifications ensuring compliance with Human Rights standards as well as enabling WEC to audit its facilities.
- 7.10 The Haulier shall comply with same standards of conduct to those described in WEC’s Code of Business Conduct (<https://weclines.com/about/policies-certifications/>). WEC reserves the right to take all the measures it deems necessary to verify the Haulier’s compliance with such standards and this Clause 7, including requesting for the Haulier to complete a certificate of compliance.

- 7.11 If any representations or warranties made by The Haulier in this Clause 7 subsequently proves to have been or be incorrect or untrue, the Haulier shall immediately notify WEC in writing.
- 7.12 If WEC determines or has reasonable grounds to believe that the Haulier is in violation of the terms of this Clause 7, in addition to any other rights and remedies WEC may have under this Agreement, WEC shall have the right to: (a) immediately cancel the affected Transport Services and terminate this Agreement without any liability or further obligation to the Haulier; or (b) require the Haulier to implement corrective measures within 30 days. WEC shall have the right to suspend or cancel orders for Transport Services while the Haulier implements corrective measures.
- 7.13 The Haulier hereby agrees and undertakes to indemnify and hold WEC harmless in respect of claims, suits, demands, actions, fines, damages, losses, liabilities, costs or expenses, including without limitation reasonable attorneys' fees and litigation expenses arising from or related to failure by the Haulier to comply with this Clause 7.

## **8. CHARGES**

Any additional services provided by the Haulier on behalf of WEC will be provided only on the written instructions of WEC at a cost to be agreed.

## **9. LIABILITY AND INDEMNITY**

- 9.1 The Haulier shall defend, indemnify and hold harmless WEC from and against all claims, damages, injuries, costs, penalties, actions, suits and liabilities of all kinds, including attorneys' fees, for personal injury, illness or death of any person, including the Haulier's employees, and damage to or destruction of property, arising out of or related to the Transport Services, to the extent caused by the negligent or intentional acts or omissions of the Haulier, or anyone for whom the Haulier is legally responsible (including without limitation any subcontractors engaged by the Haulier), or by breach of this Agreement, except that in no instance shall the Haulier be required to indemnify WEC against such liabilities or damages caused primarily by the negligence of WEC.
- 9.2 The Haulier shall indemnify and hold WEC harmless from and against any liabilities, costs, expenses, suits, demands, actions, claims, fines, losses, damages or delay suffered or incurred by WEC arising out of or in connection with the Transport Services due to the Haulier's act, omission, neglect or breach or those of its employees, personnel, subcontractors or agents.
- 9.3 The Haulier shall use best efforts to mitigate any loss, damage or delay arising out of the Transport Services.
- 9.4 The Haulier is liable to reimburse to WEC the full replacement value of any Goods and/or Containers, as limited by any defences available under the WEC Bill of Lading, which are lost or damaged whilst in its custody or control.
- 9.5 The Haulier has no right (a) of ownership in any Goods or Containers or other equipment of WEC (unless the Containers are supplied by the Haulier), (b) to sell or otherwise dispose of the Goods, Containers or equipment and (c) to exercise (and shall ensure that none of its subcontractors' exercises) any lien, encumbrance or charge over any Goods or Containers or other equipment operated or used by WEC.
- 9.6 No warranty or representation, express or implied, is made by WEC in relation to the fitness, condition or quantity of the Goods or Containers or other equipment or any part of them. The Haulier shall be solely responsible for checking the condition of Containers or other equipment delivered to it by or for WEC.

- 9.7 The Haulier authorises, empowers and directs WEC to act, and WEC hereby agrees to act, as the Haulier's trustee and/or agent for the limited purpose of ensuring that the Haulier has as against other persons/parties the benefit of all exceptions, exemptions, or limitations of liability as may benefit WEC in all contracts of carriage entered into by WEC in respect of Goods and their carriage and handling. The Haulier further agrees that it shall not be involved in any cargo handling activities, nor provide assistance in such activities in relation to the Goods, including but not limited to loading, unloading, or storage of the Goods, and the Haulier shall be solely responsible for such actions, unless otherwise agreed upon in writing between the parties for specific customers.
- 9.8 Without prejudice to any other provisions or clauses in this Agreement, WEC shall incorporate into its Bill of Lading issued or deemed issued in respect of Goods carried by WEC a clause to the effect that while acting in the course of or pursuant to this Agreement, the Haulier shall be entitled to the benefit of all provisions or clauses in the WEC Bill of Lading to the extent that such provisions and clauses benefit WEC but no further, and the Haulier for itself and any party for whom the Haulier is responsible hereby accepts such benefit.

## **10. CLAIMS AND TIME LIMIT**

- 10.1 The Haulier shall immediately notify WEC in writing of any loss of, damage to, theft of or delay to Goods or Containers which occurs at any time.
- 10.2 The Haulier agrees to facilitate the prompt settlement of any claim for loss damage, theft or delay by providing any and all records, documentation, police reports and/or video and/or audio footage which may assist in the settlement of any claim. The Haulier also agrees to ensure, as far as is possible, the availability for questioning and investigation of any and all personnel associated with the loss, damage, theft or delay.
- 10.3 It is the responsibility of the Haulier to, in good faith, conduct its own investigation into any claims for loss of, damage to, theft of or delay to Goods and/or Containers, once notified in writing by WEC of such damage, loss, theft or delay. Where WEC has provided to the Haulier a written notification detailing the loss, damage, theft or delay which has occurred the Haulier must, within three (3) days, investigate the claim made and provide to WEC a detailed report regarding the claim. Such a report must include statements from all relevant parties and must always include a statement from the driver. The Haulier's report must also state how many times, if any, the particular driver has been involved in incidents of loss, damage, theft or delay before.

## **11. FORCE MAJEURE**

- 11.1 The Parties shall not be liable for any failure to perform under this Agreement where and to the extent that performance is prevented or seriously delayed by any event of Force Majeure.
- 11.2 The Party affected by Force Majeure shall notify the other Party without undue delay and at the latest within two (2) working days following the commencement of the Force Majeure event setting out the nature and extent of the Force Majeure, and shall similarly notify the other Party within two (2) working days following the end of the Force Majeure event. In case the Haulier is unable to perform its duties under this Agreement due to selective strike, labour dispute or industrial action, it shall inform WEC in writing and WEC may choose whether or not to cancel or suspend the Agreement with immediate effect, at its absolute discretion.
- 11.3 The affected Party is not required to perform any of its obligations which are prevented or materially delayed by the event of Force Majeure for as long as such event continues and

disables the affected Party, using all reasonable efforts, to recommence its affected performance.

## **12. IT PROVISIONS**

- 12.1 The Parties shall co-operate with each other as to integration of their systems and the use of EDI (electronic data interchange). Each Party shall bear its own costs of any such integration.
- 12.2 If the Haulier transfers, or causes the transfer of, data to any of the WEC's systems from time to time, it shall be responsible for the quality and timeliness of such data and its transfer, and shall indemnify WEC against any claim, loss, corruption or damage caused by or in respect of such data or its transfer.
- 12.3 All data provided by WEC to the Haulier is subject to the confidentiality provisions of Clause 15 below.

## **13. DOCUMENTATION**

- 13.1 Procedures for documentation will be relayed to the Haulier by the Customs broker dealing with the particular Transport Services. All documents must be in a form agreed by both Parties.
- 13.2 The Haulier shall maintain true and complete records and systems in accordance with good business practices and prepare documents, papers and reports in respect of the Transport Services provided hereunder, including as may be reasonably required by WEC or by any competent authority or body.
- 13.3 WEC may conduct an audit of the Haulier's records, books, documents, systems and/or accounts at any time during the course of this Agreement and for two years thereafter, during business hours only. The Haulier shall comply in full with any such audit and render all reasonable assistance to WEC. Each Party shall bear its own costs of any such audit. The Haulier shall not, however, be required to give access to any data, information or record in regard to the activity of any of its other clients. However, for the purpose of auditing the Haulier's obligation under Clause 4.2, WEC may appoint a third party well reputed auditor of international standard to investigate the Haulier's compliance even if such audit should require disclosure to the auditor of information otherwise excluded from audits performed by WEC under this Clause.

## **14. CONFIDENTIALITY**

- 14.1 WEC shall provide to the Haulier such information as is required to properly perform the Transport Services and otherwise as may be reasonably required for the efficient planning and conduct of the Transport Services.
- 14.2 The Parties agree that all documents, records, correspondence, information and transactions in any form, concerning the operation or business of either Party shall be kept strictly confidential. In no circumstances shall any such confidential information be disclosed to any third party, unless:
- (a) such matter is at that time in the public domain;
  - (b) a Party is compelled to disclose it by any governmental or judicial authority;
  - (c) compelled by applicable law or regulation, or;
  - (d) required for the performance of this Agreement.
- 14.3 Where either Party discloses information to a third party for the performance of the Agreement, it shall only disclose information to the extent so required, and ensure that the third party is bound to maintain confidentiality in terms no less than provided for in this Clause. Notwithstanding the above, WEC shall have the right to provide information related

to the Services made under this Agreement to third parties. Third parties include enforcement authorities, customs, port authorities or any other supply chain intermediaries.

14.4 Neither Party shall make any public announcement concerning this Agreement without the prior written consent of the other Party.

14.5 Where the Haulier's business comprises multiple divisions in one legal entity (e.g. forwarding and trucking), Clause 15.2 also applies between such divisions.

## **15. PAYMENT**

Payment for performance of Transport Services by the Haulier shall be made by WEC in accordance with the terms of the rate agreement (Appendix A).

## **16. MODIFICATIONS AND WAIVERS**

Any additions or modifications to this Agreement shall be made in writing and signed by both Parties. Failure by a Party at any time to insist upon strict performance by the other Party of any provision of this Agreement shall not constitute a waiver of any right of such Party to insist upon strict performance at all times.

## **17. SEVERABILITY**

Should any provision of this Agreement be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

## **18. PREVAILING TERMS**

In the event of conflict between these general terms and any Appendix, these general terms shall prevail.

## **19. GROUP PROVISIONS**

19.1 Neither Party may assign or otherwise transfer its rights, title, interest or obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), except that WEC may assign this Agreement to any company or other entity within the WEC Group of companies.

19.2 The Haulier shall upon request of any company in the WEC Group provide the Transport Services to such company on the same terms and rates as those contained in this Agreement. By exercising this right, such company is severally, but not jointly liable under this Agreement and such company shall to this extent from the time of such request be or be deemed to be party to this Agreement.

## **20. NO PARTNERSHIP**

20.1 Nothing in this Agreement shall be construed as creating a corporation, partnership or joint venture between the Parties, and neither Party shall so represent or hold out to any third party.

20.2 The Haulier is not agent for, and has no authority whatsoever to incur any liabilities, make contractual commitments or otherwise bind or commit WEC in respect of any matter whatsoever. The Haulier may not use or refer to any WEC trademarks in any way.

20.3 The Haulier shall under no circumstances appear in court, arbitration or mediation on behalf of WEC or accept service of summons, writs or any other notice of legal proceedings

("proceedings") on behalf of WEC, but must instead immediately inform WEC, should the Haulier receive any such proceedings.

## **21. ENTIRE AGREEMENT**

This Agreement, including all its Appendices contains the entire understanding between the Parties and supersedes and replaces any written or verbal prior agreement, representation, understanding, quotation or response to tender, or any standard terms or conditions of the Haulier, including any terms or conditions printed on the documents of the Haulier. The Parties agree that neither Party has entered into this Agreement in reliance upon any representation, warranty or statement made by the other Party which is not set out or referred to in this Agreement.

## **22. NOTICES**

Any notices to be served to either Party under this Agreement shall be made in writing (including by email), and addressed to the relevant contact persons and addresses identified in rate agreement.

## **23. LIENS**

The Haulier agrees to waive its rights to lien on Containers and Goods in all circumstances.

## **24. GOVERNING LAW AND DISPUTE RESOLUTION**

- 24.1 This Agreement and any dispute arising out of it shall be governed by and construed in accordance with the laws of England.
- 24.2 If any dispute shall arise out of or in connection with this Agreement including any question regarding its existence, validity or termination, representatives of the Parties with authority to settle the dispute will, within thirty (30) days of a written request from one Party to the other, meet in good faith to attempt to resolve the dispute through discussion and negotiation.
- 24.3 If any dispute shall not be settled on an amicable basis within thirty (30) days, or such further period as the Parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("LCIA") Rules ("Rules"). The arbitration shall be conducted in accordance with the Rules current at the time of the reference to arbitration.
- 24.4 The number of arbitrators shall be three. The Parties shall each appoint one arbitrator and the two so appointed shall appoint the third who will be the president of the arbitral tribunal.
- 24.5 The seat, or legal place, of arbitration shall be London, England.

IN WITNESS whereof WEC and the Haulier have executed and delivered this Agreement in the year and day first before written.