

RTW SHIPPING & LOGISTICS GROUP

General Terms and Conditions

Art. 1 – Application

All activities, business undertakings, and services performed by RTW Shipping & Logistics Group ("the Forwarder"), including freight forwarding, transport, warehousing, shipping agency, customs clearance, logistics, and ancillary services, shall be governed by these General Conditions unless otherwise prohibited by mandatory law.

Art. 2 – Activities of the Freight Forwarder

The Forwarder may act as:

- Intermediary or Agent;
- Carrier;
- Warehouse Operator; and
- Provider of Customs Clearance, Logistics, and Related Services.

Art. 3 – Offers

All offers remain valid for thirty (30) days unless otherwise stated in writing.

Art. 4 – Placing of Orders

Orders shall be submitted in writing or by approved electronic means. The customer bears the risk of errors or omissions in oral instructions until confirmed in writing.

Art. 5 – Order Information Requirements

The customer shall provide complete and accurate information necessary for proper execution of the order, including special handling, hazardous cargo, regulatory requirements, and shipment specifications.

Art. 6 – Documents Attached to Orders

Documents attached to an order shall not form part of the contract unless expressly incorporated by reference.

Art. 7 – Examination of Orders

The Forwarder shall exercise reasonable care in examining orders but shall not be obligated to verify cargo contents, weights, dimensions, or packaging details.

Art. 8 – Delivery Times

Delivery times are estimates only unless expressly guaranteed in writing.

Art. 9 – Interest in Delivery

Any special agreement increasing liability beyond these General Conditions must be agreed in writing.

Art. 10 – Origin Marks

The Forwarder shall only alter, conceal, or remove origin marks upon written instruction from the customer.

Art. 11 – Valuable Goods

The customer shall declare valuable, fragile, dangerous, or high-risk goods before shipment.

Art. 12 – First Loading and Last Unloading

Unless otherwise agreed:

- Loading is the consignor's responsibility.
- Unloading is the consignee's responsibility.

Art. 13 – Transport Insurance

The Forwarder shall arrange transport insurance only upon express written instruction by the customer.

Art. 14 – Storage

Where storage services are provided, applicable warehouse regulations shall form part of the contractual relationship.

Art. 15 – Unforeseen Intermediate Storage

Where goods cannot be delivered due to circumstances beyond the Forwarder's control, the goods may be stored at the customer's risk and expense.

Art. 16 – Cash-on-Delivery (C.O.D.)

Cash-on-delivery services shall be performed only upon written instructions from the customer.

Art. 17 – Additional Charges and Reimbursements

The customer shall be liable for any additional charges, duties, levies, taxes, penalties, or expenses incurred in connection with the shipment.

Customer Liability

Art. 18 – Customer Liability

The customer shall be liable for:

- Incorrect or incomplete information;
- Improper packaging;
- Regulatory non-compliance;
- Missing or delayed documentation; and
- Actions of its contractors, employees, representatives, or agents.

Liability

Art. 19 – Basic Principle of Liability

The Forwarder shall only be liable for direct loss caused by its failure to exercise reasonable care and skill.

Art. 20 – Liability Exclusions and Force Majeure

The Forwarder shall not be liable for losses arising from:

- Acts or omissions of customers;
- War;
- Strikes;
- Civil unrest;
- Natural disasters;
- Fire;
- Explosions;
- Regulatory actions; or
- Events beyond its reasonable control.

Art. 21 – Sub-Contractors

The Forwarder may engage subcontractors and shall only be responsible for exercising reasonable care in their selection.

Art. 22 – Limitation of Liability as Agent

Liability shall be limited as provided under applicable conventions and laws and shall not exceed agreed contractual limits.

Art. 23 – Liability as Carrier

Where acting as carrier with its own equipment, the Forwarder assumes carrier liability for the relevant transportation services.

Art. 24 – Expiry of Liability

Liability shall cease upon delivery, subject to applicable claim periods for concealed loss or damage.

Art. 25 – Carrier Liability Limits

Liability shall be subject to applicable transport conventions and contractual limitations.

Art. 26 – Liability for Other Services

Liability relating to customs, logistics, and ancillary services shall be limited to direct loss proven by the claimant.

Payment Provisions

Art. 27 – Conditions of Payment

Invoices shall be payable upon issuance unless otherwise agreed in writing.

Art. 28 – Advances and Disbursements

The Forwarder may require advance payment for freight, duties, taxes, and related charges.

Art. 29 – Collection of Amounts Due

The Forwarder may collect amounts due upon delivery of goods.

Art. 30 – Third-Party Payment Liability

The customer remains responsible for payment where a third party fails to pay charges due.

Corporate Governance, Compliance and Procurement

Art. 31 – Vendor Registration and Compliance Requirements

Prior to conducting business with RTW Shipping & Logistics Group, all vendors, suppliers, contractors, and service providers shall provide all required registration, tax, ownership, banking, licensing, and compliance documents for verification and approval.

RTW reserves the right to reject, suspend, or terminate any relationship where the required documentation is not provided or maintained.

Art. 32 – Local Purchase Order (LPO) Requirement

No vendor, supplier, contractor, or service provider shall:

- Supply goods;
- Render services;
- Perform works; or
- Incur costs

without first receiving a valid and authorized RTW Local Purchase Order (LPO).

Unauthorized work shall not create any payment obligation on RTW.

Art. 33 – Authorized Payments

All payments shall be made exclusively through official RTW-designated bank accounts communicated in our invoices.

Payments to personal accounts, mobile money accounts, cryptocurrency wallets, or unauthorized persons shall not constitute valid settlement.

Art. 34 – Fraud Prevention and Verification

RTW shall not be liable for losses arising from:

- Payments to unauthorized accounts;
- Fraudulent instructions;

- Business email compromise;
- Forged documents; or
- Failure of third parties to verify payment information.

All parties are responsible for independently confirming banking details and payment instructions.

Art. 35 – Sanctions, Anti-Bribery and Regulatory Compliance

All parties shall comply with:

- Anti-corruption laws;
- Anti-bribery laws;
- Anti-money laundering laws;
- Counter-terrorist financing laws;
- Trade sanctions;
- Export controls;
- Customs laws;
- Tax laws;
- Environmental laws; and
- Health and safety regulations.

Art. 36 – Data Protection, Privacy and Confidentiality

All parties shall:

- Protect confidential information;
- Safeguard personal data;
- Comply with applicable privacy laws; and
- Prevent unauthorized disclosure or misuse of information.

Art. 37 – Electronic Communications and Cybersecurity

The parties may communicate electronically.

Any request involving:

- Banking changes;
- Payment instructions;
- Beneficiary details; or
- Sensitive financial data

must be independently verified through approved procedures.

Art. 38 – Audit Rights and Record Retention

Vendors and contractors shall:

- Maintain complete and accurate records;
- Retain supporting documentation for not less than seven (7) years or longer where required by law; and
- Cooperate with compliance reviews and audits.

Art. 39 – Whistleblower Protection and Reporting of Misconduct

Any person who, in good faith, reports suspected:

- Fraud;
- Corruption;
- Bribery;
- Theft;
- Regulatory breaches;
- Conflicts of interest; or
- Other misconduct

shall be protected against retaliation, victimization, intimidation, discrimination, or adverse treatment.

Art. 40 – Conflict of Interest

Vendors, customers, contractors, employees, and business partners shall disclose any actual, potential, or perceived conflict of interest that could influence decisions affecting RTW.

Failure to disclose a conflict may result in termination, disqualification, recovery of losses, and other legal remedies.

Art. 41 – Vendor Code of Conduct and Ethical Business Practices

All vendors, suppliers, contractors, and service providers shall:

- Conduct business ethically;
- Comply with applicable laws and regulations;
- Adhere to RTW compliance policies;
- Maintain professional standards of integrity; and
- Avoid conduct that could damage RTW's reputation or interests.

Failure to comply may result in suspension, disqualification, contract termination, and legal action.

Art. 42 – Right of Retention (Lien)

Purpose: Protects RTW's right to recover unpaid amounts.

What it means:

- RTW may retain possession of goods, cargo, documents, or property under its control until outstanding charges are paid.
- If payment remains unpaid after notice is given, RTW may sell or otherwise dispose of the goods to recover outstanding amounts, subject to applicable law.

Art. 43 – Notification and Time Limitation of Claims

Purpose: Establishes deadlines for reporting loss, damage, delay, or service complaints.

What it means:

- Customers must notify RTW promptly of any visible loss or damage upon delivery.
- Hidden damage must be reported within the specified claim period.

- All claims against RTW must be brought within the contractual limitation period, unless mandatory law provides otherwise.

Art. 44 – Place of Jurisdiction and Applicable Law

Purpose: Determines which law applies and where disputes will be resolved.

What it means:

- The contract is governed by the applicable national transport and commercial laws.
- Disputes are generally subject to the jurisdiction where the relevant RTW branch office executed the agreement.
- RTW may also have the right to bring legal proceedings at the customer's place of business where permitted by law.