
Orian Sh.M. Ltd. - Standard Trading Conditions for Freight Forwarding and Customs Brokerage Services

These Standard Trading Conditions (“**Conditions**”) apply to all services performed by Orian Sh.M. Ltd. (“**the Company**”) in the course of its business as a freight forwarder and/or customs broker. All services are subject to these Conditions unless otherwise agreed in writing by the Company. The Customer shall be deemed to have accepted these Conditions by engaging the Company’s services.

1. Definitions

- (a) “**Company**” shall mean Orian Sh.M. Ltd, its subsidiaries, related companies, agents and/or representatives.
- (b) “**Customer**” shall mean the person or legal entity for which the Company renders services, as well as its agents or representatives, including but not limited to shippers, importers, exporters, carriers, secured parties, warehousemen, buyers or sellers of the goods, shippers’ agents, insurers and underwriters, breakbulk agents, and consignees. The Customer shall provide notice and copies of these Conditions to all such agents or representatives.
- (c) “**Documentation**” shall mean all information received directly from the Customer, whether in paper or electronic form.
- (d) “**Ocean Transportation Intermediaries**” (“**OTI**”) shall include both an ocean freight forwarder and a non-vessel-operating common carrier (“**NVOCC**”).
- (e) “**Third Parties**” shall include, but not be limited to, carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen, and any others to whom the goods are entrusted for transportation, cartage, handling, delivery, or storage.

2. Company Acting as Agent

The Company acts as the agent of the Customer for the purpose of performing duties in connection with the entry and release of goods, post-entry services, securing export licences, filing export and security documentation, and other dealings with Government Authorities. For all other services, the Company acts as an independent contractor.

3. Limitation of Actions

- (a) Unless subject to a specific statute or international convention such as the Montreal Convention 1999, all claims against the Company for actual or potential loss must be made in writing and received within ninety (90) days of the event giving rise to the claim; failure to give timely notice shall constitute a complete defence.
- (b) All suits against the Company must be filed and properly served as follows:
 - (i) Ocean transport claims - within one (1) year from the date of loss;
 - (ii) Air transport claims - within two (2) years from the date of loss;
 - (iii) Customs entry claims and alike, including Customs Deficiency Notice or Notice of Assessment / Reassessment or Demand for Payment or Notice of Underpayment - within ninety (90) days from the date of liquidation of the entry;
 - (iv) All other claims - within two (2) years from the date of loss or damage.
- (c) The Customer hereby irrevocably waives any claim or contention that any of the aforesaid limitation periods should commence on a later date on the grounds that the facts constituting the cause of action were unknown to it for reasons beyond its control and which could not have been discovered with reasonable diligence.

4. No Liability for Third Parties or Routes

- (a) Unless services are performed pursuant to express written instructions from the Customer, the Company shall exercise reasonable care in selecting third parties, means, routes and procedures for handling, transport, clearance and delivery. The

Company shall not be responsible for or liable for the acts or omissions of such third parties or their agents, nor for delay or loss while a shipment is in their custody. Any claim shall be brought solely against such third party. The Company shall cooperate reasonably with the Customer in such claims, at the Customer’s cost.

(b) The Customer shall be solely responsible for ensuring that all goods are properly packed and prepared for handling and transportation. The Company shall have no obligation to inspect packaging and shall not be liable for any loss or damage arising from defective, inadequate, or improper packaging.

5. Quotations Not Binding

Quotations provided by the Company regarding rates, duties, freight, insurance premiums, or other charges are for information only and subject to change without notice. No quotation shall be binding unless confirmed in writing by the Company with agreed payment arrangements.

6. Reliance on Information Furnished

(a) The Customer shall review all documents and declarations prepared or filed with Israeli Customs, Tax or other Government Authorities or third parties, and immediately notify the Company of any error or omission. (b) The Company relies on the accuracy of all documentation and information provided by the Customer. The Customer shall exercise reasonable care to ensure such accuracy and shall indemnify and hold the Company harmless from any claim, loss or liability resulting from the Customer’s failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agents. The Customer has a non-delegable duty to disclose all information required for import, export or entry of the goods.

7. Declaring Higher Value to Third Parties

Third parties may limit liability for loss or damage. The Company shall request excess valuation only upon specific written instructions confirmed by the Customer, who shall pay all related charges. In the absence of such instructions, the goods may be tendered subject to the third party’s limitations of liability. The Company is under no obligation to obtain the Customer’s prior instructions regarding excess valuation.

8. Insurance

Unless requested and confirmed in writing, the Company has no obligation to procure insurance on behalf of the Customer. All premiums and costs connected with such insurance shall be borne by the Customer.

9. Disclaimers; Limitation of Liability

- (a) Except as expressly set forth herein, the Company makes no express or implied warranties.
- (b) The Customer may obtain additional liability coverage up to the declared value of the shipment by written request confirmed by the Company before services are rendered. (c) In the absence of such coverage, the Company’s liability shall be limited to:
 - (i) NIS 600 per shipment or transaction for non-customs activities, including without limitation any mode of transportation arranged or coordinated by the Company; or
 - (ii) NIS 400 per customs entry or the brokerage fee paid, whichever is less.
- (d) Where the Company issues its own bill of lading or transport document for any international carriage of goods, the rights, obligations and limitations of the Company and the Customer in

respect of such carriage shall, as between the parties, be governed by the international transport convention applicable to the relevant mode of carriage, including (as applicable) the Montreal Convention 1999 in respect of air carriage, the Hague / Hague-Visby Rules in respect of sea carriage and the CMR Convention, but only if and to the extent that it applies under the law governing the relevant road leg of the transport. For the avoidance of doubt, such international conventions shall apply only in relation to carriage performed under a transport document issued by the Company, and shall not apply to any service where the Company acts solely as a forwarding agent or coordinator.

(e) The Company shall in no event be liable for consequential, indirect, incidental, statutory, or punitive damages, or for acts of third parties, even if advised of the possibility of such damages.

10. Force Majeure

The Company shall not be liable for any delay or failure in performance resulting from circumstances beyond its reasonable control (e.g., war, strikes, port congestion, natural disasters).

11. Advancing Money

All charges must be paid in advance unless the Company agrees in writing to extend credit. Granting credit in one instance shall not be deemed a waiver of this provision.

12. Indemnification and Hold Harmless

(a) The Customer shall indemnify, defend, and hold the Company harmless from all claims, fines, penalties, attorney's fees, or liabilities arising from the importation or exportation of the Customer's goods or any conduct of the Customer, including inaccurate entries or violations of law. The Company shall notify the Customer in writing of any such claim or proceeding.

(b) The Customer's indemnity and hold harmless undertaking as set out above shall apply and remain in full force and effect in any and all circumstances, including, without limitation, in connection with any claim, demand or action brought by any third party whatsoever, including, without limitation, any final consignees, end-users or recipients of the goods.

13. C.O.D. Shipments

The Company shall exercise reasonable care in relation to written instructions regarding Cash/Collect on Delivery (C.O.D.) shipments or similar payment instruments but shall not be liable if the consignee or bank refuses to pay.

14. Costs of Collection

In any dispute involving monies owed to the Company, the Customer shall pay all collection costs, including reasonable attorney's fees and interest at 18% per annum or the maximum rate permitted by law, whichever is lower, unless a lesser amount is agreed in writing, plus any applicable tax.

15. General Lien and Right to Sell Goods

(a) The Company shall have a general and continuing lien on all property of the Customer in its possession or control for any monies owed, including prior shipments. (b) The Company shall provide written notice of its intent to exercise the lien, specifying the amounts due and ongoing charges. The Customer shall inform all parties with an interest in the goods of the Company's rights. (c) Unless within thirty (30) days of such notice the Customer provides cash, letter of credit, or bond equal to 120% of the amount due, the Company may sell the goods at public or private sale, applying the

proceeds to the debt plus any collection costs as aforesaid and refunding any surplus.

16. No Duty to Maintain Records

Unless otherwise agreed in writing, the Company shall only retain such records as required by law and shall not act as recordkeeper for the Customer.

17. Binding Rulings and Protests

Unless requested and agreed in writing, the Company shall have no obligation to undertake any pre or post Customs actions, including obtaining rulings, advising of liquidations, or filing petitions or protests.

18. Bills of Lading

Where the Company prepares or issues a bill of lading, it shall not be required to specify the number of packages or other particulars unless specifically requested in writing and paid for. The Company shall rely on the weight and details supplied by the Customer.

19. No Modification Except in Writing

These Conditions may only be amended by written agreement signed by both the Customer and the Company. Any unilateral modification shall be void.

20. Compensation of the Company

The Company's compensation is in addition to the charges of carriers or other agencies engaged to transport or handle the goods, and exclusive of any commissions or revenues received from third parties. On request, the Company shall provide a detailed breakdown of charges. In any collection or litigation, the Customer shall pay all expenses and reasonable attorney's fees upon recovery by the Company.

21. Severability

If any provision herein is found invalid or unenforceable, the remainder shall continue in full force. Waiver of any provision shall not constitute a continuing waiver or affect other provisions.

22. Governing Law and Jurisdiction

These Conditions and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Israel. Any claim or dispute shall be brought before the competent courts in Tel Aviv, Israel, to the exclusion of any other forum. Judgments may be enforced in any jurisdiction.

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