

R.P.A. PORT LTD

Customs brokers and
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R.P.A. PORT LTD TERMS AND CONDITIONS

References:

Kindly use our quotation/job/file reference number in all correspondences.

Packing requirements:

It is the client responsibility to make sure shippers fulfil their responsibility to make sure all cargo has been packed seaworthy /airworthy and properly marked. In case service involve loading /offloading, packaging must be strong and suitable for such operation. Furthermore, all material used for packing should apply to the ISPM15 regulations. Any claim as a result of non-conformity with the above regulations will be for the account of the client. If you require any additional information regarding the ISPM-15 regulations, please visit the website: www.ispm15.com.

Trucking:

Sea freight FCL – R.P.A.PORT LTD will provide regular container truck by its subcontractor for live load/offloading.

Client /Shipper premises should be accessible for said truck. Loading / offloading will be done by the client (seller/shipper/buyer/consignee) within 2 hours. Prior to loading / releasing empty back, client /shipper is responsible to inspect the container floor, walls, hinges, locking, sealing and general condition and in case container is found not seaworthy, client/shipper should immediately report by sending pictures to R.P.A.PORT LTD staff - RPAPORT@RPA-PORT.CO.IL .

Sea freight L.C.L - R.P.A.PORT LTD will provide regular L.C.L truck by its subcontractor (either tent or boxed truck) for live load / offloading by shipper/ consignee. In case necessary and upon request by the client, hydraulic ramp can be provided by request prior to pick up/delivery. Client / shipper /consignee premises should be accessible for said truck.

Loading / offloading will be done by the client (seller/shipper/buyer/consignee) within 1 hour.

Airfreight - R.P.A.PORT LTD will provide regular truck by its subcontractor (either tent or boxed truck) for live load. In case necessary and upon request by the client, hydraulic ramp can be provided by request prior to pick up/delivery. Client premises should be accessible for said truck. Loading / offloading will be done by the client (seller/shipper/buyer/consignee) within 1 hour.

For all land transportation - dangerous cargo, special equipment, crane, lashing, bracing, securing, certification, Out Of Gauge, refrigerated, heavy, drop and pick up and any other special needs and requirements are as per specific R.P.A.PORT LTD terms and conditions and quotations and not included in standard tariff. For all parcels, goods are considered to be stackable unless specifically written otherwise by client.

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Sea freight offers:

The offer as to sea carriage is valid for one month from the date of issuing it unless written otherwise. If booking/ordering is made after a month, then, prior to booking / Ordering, kindly approach us in order to reconfirm and validate in writing the rates offered or obtain new rates. Mentioned rates do not include V.A.T. possible taxes and duties, port fees, customs physical checks, inspection, special handling if required and import / export decree related charges. Rates do not include storage, demurrage and detention fees. Surcharges may be altered without prior notice, according to carrier tariff. Rates subject to filling and space and equipment availability. Rates are subjected to surcharges applicable at time of shipment. Offers do not cover expenses caused by weather. Computer problems are also to be considered as force major and any charges which may occur are to be paid by the client. Subjected to G.R.I changes. Rates are subject to currency changes. Rates dose not includes return of empty containers unless indicated otherwise in writing. Unless otherwise clearly agreed in writing prior to booking, all quotations are cash not later than shipped on board date. Payments are done against invoices and any contractual and regulatory arrangements required for payments must be done by prior to booking. In case of any delay in payments - 8.5% dunning fee will be applied.

All the above remarks are adding and not reducing from R.P.A.PORT LTD general terms and conditions as found on our below link and R.P.A.PORT LTD bill of lading.

Airfreight offers:

The offer as to air carriage is valid only if upon booking/ordering we reconfirm the offer. mentioned rates do not include V.A.T. possible taxes and duties, port fees, customs physical checks, inspection, special handling if required. Rates do not include storage, demurrage and detention fees. Surcharges may be altered without prior notice, according to carrier tariff. Rates subject to filling and space availability. Rates are subjected to surcharges applicable at time of shipment. Offer does not cover expenses caused by weather. Subjected to GRI changes. Rates are subject to currency changes. Dose not includes return of empty a/f containers unless indicated otherwise! Unless otherwise clearly agreed in writing prior to booking, all quotations are cash not late than shipped on board date. Payments are done against invoices and any contractual and regulatory arrangements required for payments must be done prior to booking. In case of any delay in payments, 8.5% dunning fee will be applied.

All the above remarks are adding and not reducing from R.P.A. PORT LTD general terms and conditions as found on our below link and R.P.A. PORT LTD bill of lading.

Transit time for all modes of transportation – all given transit time are estimated and subjected to actual.

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Rates:

The rates offered are based on the information provided by the client, including as to handling information, dimensions, weights and any other additional relevant information. Should it transpire that the information given by you or any party thereof was not accurate and/or, in our sole discretion, not sufficient, the rates offered will be altered accordingly and we will also have the right to cancel the offer. Unless otherwise clearly indicated in the offer, all rates are covering only F.A.K. – Freight All Kind general cargo.

Airfreight rate is calculated on the basis of actual weight or volume weight (i.e. Width x Length x Height in centimeters / 6000 = Volume Weight in kilograms per unit), whichever is the higher, between actual weight and volume weight).

Rates do not include V.A.T. possible taxes and duties, port fees, customs physical checks, inspection, special handling if required. Rates do not include storage, demurrage and destination fees. Surcharges may be altered without prior notice, according to carrier tariff. Rates subject to filling and space availability. Rates are subjected to surcharges applicable at time of shipment. Offer does not cover expenses caused by weather. Subjected to GRI changes. Rates are subject to currency changes. Dose not includes return of empty containers unless indicated otherwise! Unless otherwise clearly agreed in writing prior to booking, all quotations are cash not later than shipped on board date. Payments are done against invoices and any contractual and regulatory arrangements required for payments must be done by agent /client prior to booking. In case of any delay in payments, 8.5% dunning fee will be applied All the above remarks are adding and not reducing from R.P.A.PORT LTD general terms and conditions and company policy

R.P.A.PORT LTD Bill Of Lading:

When you receive a Bill of lading issued by us, the terms and conditions of the Bill of Lading will apply.

Land - Unless otherwise clearly stated, land transportation for LCL/Air freight is calculated as per defined chargeable rate (i.e. Width x Length x Height in centimeters / 3000 = Volume Weight in kilograms per unit).

Insurance:

As customary in our company, and subject to the approval and conditions of the insurance company. For insurance purposes, insured sum will be defined as invoice amount +10%. Min premium for policy 55 Eur. Self-participation of minimum 500usd. If you wish to get a nonbinding example of the insurance certificate, you can obtain it in our office. In connection with former Soviet Union Countries, client will provide us, on his account, with a complete set of documents, translated into Russian, in addition to the complete set of documents in the English Language.

Booking:

Your booking / ordering will be regarded, for all purposes, as your agreement to the R.P.A.PORT LTD terms and conditions and annex A to this T&C.

R.P.A.PORT and/or its subsidiaries (hereinafter: "RPA") regulations and signatory rights, no offer, agreement, concession or representation is binding on the RPA, unless accompanied by a duly signed separate document (or a scanned version thereof), affixed with the RPA seal.

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General:

Unless otherwise clearly indicated, rates are subject to our General Rate Increase announcements. Rates do not include amount due in the course of granting our services, as taxes and/or any other obligatory payments and/or port fees and/or payments for customs physical checks, inspection, special handling if required and/or costs imposed at destination /origin/transit , which will be debited at cost plus our handling fee. Rates do not include storage and demurrage, which will be debited according to the rates customary in our company, which you can obtain from us, and are irrespective of rates of other companies. Surcharges may be imposed and/or altered without prior notice, according to our tariff. Rates are subject to the availability of the space and means of transportations. Offer does not cover expenses caused by weather conditions and/or non - cooperation or compliance with undertakings and/or instructions, by you and/or any third party.

WHERE R.P.A.PORT LTD BL IS ISSUED

1. General Definitions

Any terms used but not defined herein shall have the meaning assigned thereto in the Carrier's Terms for Carriage (as defined below).

"Carrier" means R.P.A.PORT LTD; VAT NUMBER 511575631.

"Compensation" includes Demurrage, Detention, Combined Demurrage and Detention and Storage (if applicable).

"Contract of Carriage" means any contracts for the carriage of goods, whether evidenced by the Carrier's paper bill of lading, waybill or otherwise, made between Carrier and the Merchant.

"Container" includes any container (including an open top container), flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment.

"Detention" is compensation payable when the Merchant holds Carrier's Container outside the port, terminal or depot beyond the agreed amount of Free Time.

"Export Shipments" describe shipments where an empty Container is released to the Merchant under a Contract of Carriage with the Carrier, before being packed and returned to Carrier and loaded on board a vessel by the Carrier.

"Free Time" is the period agreed between the Carrier and the Merchant for which Demurrage, Detention, Combined Demurrage and Detention and Storage (if applicable) shall not be paid by the Merchant. Unless clearly indicated in writing, the merchant shall have 7 days free days for 20dv,40dv and 40Hc. All other type of equipment will have 2 days only.

"Goods" means the whole or any part of the cargo and any packaging accepted by Carrier from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

"Import Shipments" means shipments where a Container has been shipped under a Contract of Carriage with the Carrier and has arrived at the Port of Discharge under that Contract of Carriage.

"Merchant" has the same meaning as in the Terms for Carriage and includes the Shipper, Holder, Consignee, Receiver of the Goods, or any Person owning or entitled to the possession of the Goods or of the bill of lading or anyone acting on behalf of any such persons.

"Terms for Carriage" means the Carrier's Terms for Carriage available at R.P.A.PORT LTD bill of lading and R.P.A.PORT LTD terms and conditions and further disclaimers.

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2. Application of Terms

2.1 Whether the Merchant's use of the port, terminal or depot space beyond the agreed amount of free time is

invoiced separately (see 3a and 3b below) is set out on a per R.P.A.PORT LTD debit notes.

2.2 Clause 5 applies to the extent not otherwise specifically informed by the Carrier.

3a. Definitions – Separate Storage Compensation

“Combined Demurrage and Detention” is compensation payable when the Merchant holds Carrier's Container beyond the agreed amount of Free Time for the combined period of inside and outside the terminal, port or depot. On R.P.A.PORT LTD invoices, when only the wording demurrage appears, meaning will be considered as “Combined demurrage and detention”.

“Demurrage” is compensation payable when the Merchant holds Carrier's Container inside the terminal, port or depot beyond the agreed amount of Free Time.

“Storage” means compensation for utilizing the port, terminal or depot facilities beyond the agreed amount of Free

Time, incurred in relation to both Containers supplied by the Carrier and by the Merchant.

3b. Definitions – No Separate Storage Compensation

“Combined Demurrage and Detention” is compensation payable when the Merchant holds Carrier's Container beyond the agreed amount of Free Time for the combined period inside and outside the terminal, port or depot, including compensation for utilizing the port, terminal or depot facilities, incurred in relation to both Containers supplied by the Carrier and by the Merchant.

“Demurrage” is compensation payable when the Merchant holds Carrier's Container inside the terminal, port or depot beyond the agreed amount of Free Time, including compensation for utilizing the port, terminal or depot facilities beyond the agreed amount of Free Time, incurred in relation to both Containers supplied by the Carrier and by the Merchant.

4. Compensation

4.1 Merchant is liable to pay the Compensation when the Free Time is exceeded.

4.2 Unless specifically agreed with R.P.A.PORT LTD, Compensation is applicable as per the invoices issued by R.P.A.PORT LTD.

4.3 Detention and/or Demurrage, and Combined Detention and Demurrage are alternatives. Whether Detention and/or Demurrage will be applied and invoiced separately or as Combined Detention and Demurrage.

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5. Applicable periods

5.1 Combined Demurrage and Detention shall be determined based on the following periods:

(a) For Import Shipments, Combined Demurrage and Detention applies to the time counting from the Carrier discharging the Goods from a vessel at the port of discharge until gate-in of the empty Container into the terminal, port or depot agreed with Carrier.

(b) For Export Shipments, Combined Demurrage and Detention applies to the time from the gate-out of the empty Container until the Container is loaded on board a vessel under the Contract of Carriage.

5.2 Demurrage shall be determined based on the following periods:

(a) For Import Shipments, Demurrage applies to the time counting from the Carrier discharging the Goods from a vessel at the port of discharge until gate-out of the Container.

(b) For Export Shipments, Demurrage applies to the time from gate-in of the Container into the agreed terminal, port or depot until the Container is loaded on board a vessel under the Contract of Carriage.

5.3 Detention shall be determined based on the following periods:

(a) For Import Shipments, Detention applies to the time from gate-out of the Container until gate-in of the empty Container into the terminal, port or depot agreed with Carrier.

(b) For Export Shipments, Detention applies to the time from the gate-out of the empty Container until gate-in of the Container into the agreed terminal, port or depot.

5.4 Storage (if applicable) shall be determined based on the following periods:

(a) For Import Shipments, Storage applies to the time counting from the Carrier discharging the Goods from a vessel at the port of discharge until gate-out of the Container.

(b) For Export Shipments, Storage applies to the time from gate-in of the Container into the agreed terminal, port or depot until the Container is loaded on board a vessel under the Contract of Carriage.

6. Governing Law (for detention and demurrage)

6.1 These terms are subject to the law and jurisdiction of the Contracts of Carriage to which the Compensation relates.

6.2 Notwithstanding the above, the Carrier may further at its option choose that these terms shall be subject to; (i) the law and jurisdiction of a competent court at Merchant's principal place of business; or (ii) the law at Merchant's principal place of business and arbitration in accordance with such law.

General notices: RPAPORT@RPA-PORT.CO.IL ; DORON@RPA-PORT.CO.IL

SEA FREIGHT: FRDSEA@RPA-PORT.CO.IL

AIR FREIGHT: AVIATION@RPA-PORT.CO.IL

CUSTOMS CLEARANCE: CC@RPA-PORT.CO.IL

Without prejudice

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ANNEX A /1

Adding but not subtracting from general T&C and R.P.A.PORT BL T&C

P.O.A – (where customs clearance services are rendered by R.P.A.PORT LTD) All importers and exporters are obligated to transmit at world gate system power of attorney to R.P.A.PORT LTD VAT 511575631.

In case exporter / importer do not have smart government card – R.P.A.PORT LTD will charge 150ILS to the merchant for submitting such for the importer /exporter.

Non compliance - at any case of non-compliance from any party to the BL and or importer /exporter – R.P.A.PORT LTD shall not be held responsible for any charge or delay or damage which may occur.

Sanctions ; forbidden countries, money laundering and any illegal actions– R.P.A.PORT LTD strictly abides and obliges itself to the Israeli laws. Any direct and indirect damage caused by misleading information by any party to the BL shall be sole and full responsibility of the merchant.

Computer ; programs and communication related problems – R.P.A.PORT LTD shall not be held responsible for any direct or indirect damage caused due to computer, programs / communication problems and all related charges shall be covered by the merchant.

Route change, omitting vessels or aircrafts – R.P.A.PORT LTD shall not be held responsible for any damage caused due to Route change, omitting vessels or aircrafts and per 11. To RPA BL.

Mechanical failures - R.P.A.PORT LTD shall not be held responsible for any damage caused due to mechanical failures.

Immigrants – R.P.A.PORT LTD shall not be responsible for any direct or indirect damage caused by immigrants relates issues.

Accidents - R.P.A.PORT LTD shall not be responsible for any direct or indirect damage caused by and form of transportation accidents.

R.P.A.PORT LTD BL – all subjected to R.P.A.PORT LTD BL 1-20:

SHIPPED on board in apparent good order and condition, weight, measure, marks, numbers, quality, contents and value unknown to the Freight Forwarder and inserted in this Bill of Lading (B/L) in accordance with the Merchant's request and declaration, without responsibility to the Freight Forwarder, for carriage to the Port of Discharge or so near thereunto as the Vessel may safely get and lie always afloat to be delivered in the like good order and condition at the aforesaid Port to the Consignee or their Assigns, against a duly endorsed original copy of this B/L and against payment of freight as indicated in this B/L plus other charges incurred in connection with the provisions contained in this B/L. In accepting this B/L the Merchant expressly accepts and agrees to all its stipulations on both pages, whether written, printed, stamped or otherwise incorporated as if they were all signed by the Merchant. One original B/L must be surrendered duly endorsed in exchange for the Goods or for a Delivery Order. In witness whereof R.P.A PORT LTD. has signed the number of original bills of Lading stated below all of this tenor and date, one of which being accomplished the others to stand void.

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1. Definitions

"Freight Forwarder" means the Multimodal Transport Operator who issues this B/L and is named on the face of it.

"Merchant" will include, the Consignor (the Shipper), the Consignee, the Holder of this B/L, the Receiver and the Owner of the Goods, or any of them.

"Consignee" means the legal entity entitled to receive the Goods from the Freight Forwarder.

"Taken in Charge" means that the Goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in the B/L.

"Goods" means any property, not supplied by the Freight Forwarder, including live animals as well as containers, pallets or similar articles of transport or packaging, irrespective of whether such property is to be or is carried on or under deck.

2. Applicability

Notwithstanding the heading "Multimodal Transport Bill of Lading (B/L)" the provisions of this B/L shall apply even if only one mode of transport is used.

3. Negotiability and title to the Goods

This B/L is issued in a negotiable form unless it is marked "non negotiable" or "not to order". It shall constitute title to the Goods and the holder, by endorsement of this B/L, shall be entitled to receive the Goods herein mentioned.

The information in the B/L shall be prima facie evidence of the Taken in Charge by the Freight Forwarder of the Goods as described by such information unless a contrary indication, such as "shipper's weight, load and count", "shipper-packed container" or similar expressions, has been made in the B/L.

4. Dangerous Goods and indemnity

The Merchant shall comply with all the laws, rules and conventions, whether national or international, relating to the carriage of Goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before Goods of a dangerous nature are Taken in Charge by the Freight Forwarder indicating to him all the precautions to be taken in connection with the carriage of such Goods.

If the Merchant fails to provide such information and at any time the dangerous Goods are deemed by the Freight Forwarder, to be a hazard to life or property, the Freight Forwarder may at any place unload, destroy or render the dangerous Goods or any part thereof and such act will be considered for any purpose whatsoever as the completion of the carriage and as delivering the Goods at the final destination, without the Freight Forwarder being obliged to pay any compensation to the Merchant. Notwithstanding the above, the Merchant shall indemnify the Freight Forwarder against all loss, damage, liability or expense arising in connection with the dangerous Goods being Taken in Charge, including any measure taken as above.

If any Goods shall become a danger to life or property, for any reason whatsoever, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expenses arising there from.

5. Description of Goods and Merchant's Packing and inspection

The consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy and/or adequacy of all particulars relating to the Goods, including their general nature, their marks, number, weight, volume and quantity and, if applicable, the dangerous character of the Goods, as furnished by him or on his behalf for insertion in the B/L.

The consignor shall fully indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.

The consignor shall remain liable even if the B/L has been transferred by him.

The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of the Goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by a defect or unsuitability of the containers or the transport units supplied by the Merchant or, if supplied by the Freight Forwarder, by the defect or unsuitability of the container or other transport unit, which would have been apparent upon reasonable inspection by the Merchant.

The Merchant shall fully indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6. Delay in delivery of the Goods

6.1 In no event will the Freight Forwarder be liable for any loss or damage caused to the Goods while same are in the custody and/or control of any of his agents or sub contractors, as long as the Freight Forwarder has contracted with such agents or sub contractors in good faith as may reasonably be expected from a Freight Forwarder in the circumstances of the case.

6.2 The Freight Forwarder shall only be liable for any damage caused in connection with a delay in delivery of the Goods, if the consignor has made a declaration of interest in timely delivery, which has been accepted by the Freight Forwarder and stated in this B/L.

6.3 Only if the Goods have not been delivered within ninety consecutive days following the date of delivery stipulated, if stipulated in this B/L, the Merchant may, in the absence of evidence to the contrary, treat the Goods as lost.

7. Controlled Temperature of the Goods:

The Freight Forwarder does not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special container(s) nor to carry special container(s) packed by or on behalf of the Merchant as such, and the Freight Forwarder will treat

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such Goods or container(s) only as ordinary Goods or dry container(s) respectively, unless a special agreement for the carriage of such Goods or container(s) has been agreed to in writing between the Freight Forwarder and the Merchant and is noted on the face of this B/L and unless special freight has been paid as agreed upon. Even if a special agreement for the carriage of such Goods or container(s) has been agreed as above and special freight was paid, the Freight Forwarder shall not be liable for the proper function of special container(s) supplied by or on behalf of the Merchant and to any damage or loss caused in connection with malfunction of such special container(s).

Without derogating from the above, if the Goods are received by the Freight Forwarder in refrigerated container(s) into which the contents have been packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly as required. The Freight Forwarder shall not be liable for any loss or damage to the Goods arising out or resulting from the Merchant's failure of such obligation and further does not guarantee the maintenance of the intended temperature inside the container(s).

In the event of any claim in which the temperature of Goods in a refrigerated container is a relevant fact, it is hereby agreed and stipulated that the temperature reflected in the Freight Forwarder records and/or the temperature recording device and/or log book reports maintained by the Freight Forwarder shall be conclusive evidence of the temperature at which the Goods were maintained at all times while under the Freight Forwarder's responsibility.

8. Limitation of Freight Forwarder's Liability

8.1. Assessment of compensation for loss of or damage to the Goods shall be made by reference to the C.I.F value of such Goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this B/L they should have been so delivered.

8.2. Subject to the provisions of subclauses 8.3 to 8.8. inclusive, and notwithstanding the value of the Goods, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the Goods in an amount exceeding the freight under the Multimodal Transport contract or the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogram of gross weight of the Goods lost or damaged, whichever is the higher, unless the nature and value of the Goods have been declared by the Consignor in writing in advance and accepted by the Freight Forwarder before the Goods have been Taken in Charge, or the ad valorem freight rate paid and such value is stated in the B/L, then such declared value shall be the limit.

8.3. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units specifically enumerated in the B/L as known to the Freight Forwarder as packed in such article of transport, are deemed packages or shipping units. Except as aforesaid, such article of transport (container, pallet or similar article of transport) shall be considered the package or unit.

8.4. Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of Goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogram of gross weight of the Goods lost or damaged.

8.5. When the loss of or damage to the Goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law provides another limit of liability, if a separate contract of carriage has been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

Unless the nature and value of the Goods shall have been declared by the Merchant and inserted in this B/L and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US\$ 500 per package or, in the case of Goods not shipped in packages, per customary freight unit.

8.6. If the Freight Forwarder is liable in respect of loss following from delay in delivery under clause 6 above or to consequential loss or damage other than loss of or damage to the Goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this B/L.

8.7. Notwithstanding anything to the contrary under this B/L, the aggregated liability of the Freight Forwarder shall not exceed the limits of liability for total loss of the Goods.

8.8. It is hereby stated and agreed that if the remark "said to contain" (stc) or similar remark has been inserted in this B/L, then for the purpose of limitation of liability the interpretation of the words "package" or "unit" shall be the container in which the Goods are stuffed or, if carriage is done otherwise than by a container, the biggest package which contains the described Goods.

Without derogating from the above, it is hereby stated by the Freight Forwarder that the quantities and/or description of the Goods as stated on the face of the B/L are based on Merchant's declarations and therefore the Freight Forwarder cannot be held responsible in respect of any of those declaration and to any claim in respect of the Goods that will be based among other things on those declarations.

9. Applicability to Actions in Tort

The provisions of this B/L shall apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this B/L whether the claim be founded in contract or in tort.

10. Liability of Servants and other Persons

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10.1. It is hereby expressly agreed that no servant or agent of the Freight Forwarder, including independent sub-contractor employed by the Freight Forwarder, under any circumstance whatsoever, be under any liability whatsoever to the Merchant for any loss or damage or delay of whatsoever kind, arising or resulting directly or indirectly from any act neglect or default on his part, while acting in the course of or in connection with his employment. Without prejudice to the generality of the foregoing provisions in this clause, every exception, limitation, condition and liberty herein contained and every right, exception from liability, defense and immunity of whatever nature applicable to the Freight Forwarder or to which the Freight Forwarder is entitled hereunder, shall also be available and shall extend to protect every such servant or agent of the Freight Forwarder (including any stevedore, terminal operator or any other independent contractor) acting as aforesaid.

10.2. The aggregated amounts recoverable from the Freight Forwarder and the persons referred to in Clause 10.1 shall not exceed the limits provided for in this B/L.

11. Method and route of transportation.

Without notice to the Merchant, the Freight Forwarder has the liberty to carry the Goods on or under deck and to choose or substitute the means of transport, route and procedure to be followed in the handling, stowage, storage and transportation of the Goods.

12. Delivery

12.1. The Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this B/L or when the Goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the Goods must be handed over or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.

12.2. The Freight Forwarder shall also be entitled to store the Goods at the above place of delivery, at the sole risk of the Merchant and the Freight Forwarder's liability shall cease when so stored. The cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.

12.3. If at any time the carriage under this B/L is or is likely to be affected by any hindrance or risk of any kind (including the condition of the Goods) not arising from any fault or neglect of the Freight Forwarder (or a person referred to in Clause 10.1) and which cannot be avoided by the exercise of reasonable endeavors, the Freight Forwarder may abandon the carriage of the Goods under this B/L and where reasonably, place the Goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such Goods shall cease.

In any such event, the Freight Forwarder shall be entitled to full freight under this B/L and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. Freight and Charges

13.1. Under any circumstances whatsoever, freight shall be paid in full, without any reduction or set-off, whether prepaid or payable at destination.

Freight shall be considered as earned by the Freight Forwarder at the moment when the Goods have been Taken in Charge, and not to be returned in any event, Mean of Transportation (ship, train, Truck etc.) and/or Goods lost or not lost or the voyage abandoned.

13.2. Freight and all other amounts mentioned in this B/L are to be paid in the currency named in this B/L or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination, at the highest rate of exchange for bankers sight bills current, for prepaid freight on the day of dispatch, and for freight payable at destination on the day when the Merchant is notified on arrival of the Goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this B/L.

13.3. All dues, taxes and charges or other expenses in connection with the Goods shall be paid by the Merchant. Where equipment, including containers, is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder in accordance to the Freight Forwarder's tariff but, in any event, not less than the amounts of demurrage and charges the Freight Forwarder is obliged to pay to a third party or the tariff of the Chamber of Shipping in the place of delivery, which ever is the higher. Unless otherwise specifically agreed in this B/L, any equipment, including containers, supplied by the Freight Forwarder to the Merchant:

13.3.1 For the stuffing of the Goods, will be returned by the Merchant for shipment within 7 days of the date it was supplied to him, in a sound order and condition for carriage;

13.3.2 Will be returned by the Merchant within 7 days of the date of delivery as stipulated above, in a sound order and condition for carriage;

If the Merchant fails to return the above equipment within the above period (the Free Days) he will pay demurrage as above. The Merchant shall indemnify the Freight Forwarder for any loss or damage to said equipment, including containers, if occurred during the time the equipment was in possession and/or control of the Merchant.

13.4. The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight paid or to be paid by him for the planed voyage to the total amount of freight paid and/or to be paid for the planed voyage, for any costs incurred by the Freight

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Forwarder in connection with any deviation or delay or of whatever nature caused by war, warlike operation, any violent action against the mean of transportation of the Goods, epidemics, strikes, government directions and/or force majeure.

13.5. If under any circumstances, it transpires that any declaration made by the Merchant in respect of the Goods is not correct then the Merchant will be obliged to pay to the Freight Forwarder any difference between the freight due in accordance with the correct facts and between the agreed freight.

13.6. Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this B/L, the Merchant shall remain responsible for such monies.

14. Lien

The Freight Forwarder, his servants or agents, shall have a lien on the Goods or any part thereof and a right to sell such Goods whether privately or by public auction for all freight, deadfreight, demurrage, detention, container demurrage, charges, salvage, average of any kind whatsoever, stamps, duties, fines or penalties and for all other charges and expenses whatsoever which are for the account of the Goods or of the Merchant and for the costs and expenses of exercising such lien and of such sale and also for all previously unsatisfied debts whatsoever due to the Freight Forwarder, his servants or agents by the Merchant. The lien hereby accorded may be exercised by the Freight Forwarder, his servants or agents notwithstanding that he or they may have parted from the possession of the Goods and the Freight Forwarder, his servants or agents shall at all times stand authorized by the Merchant to give all such notices to any person or persons as may be required for the purpose of giving effect to the provision of this Clause. Nothing in this Clause shall prevent the Freight Forwarder from recovering from the Merchant the difference between the amount due from them or any of them and the amount realized by the exercise of the rights given under this Clause.

15. General Average

The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. Notice

16.1. Unless notice of loss of or damage to the Goods, specifying the nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the Goods are delivered to the consignee in accordance with clause 12, such delivery is evidence of the delivery by the Freight Forwarder of the Goods in quantity and condition described in this B/L.

16.2. Where the loss or damage is not apparent, the above evidence shall apply if notice in writing is not given within 6 consecutive days after the day when the Goods were delivered to the consignee in accordance with clause 12.

17. Time bar

The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability to any loss and/or damage to the Goods, of any nature whatsoever, unless suit is filed with the competent court within 9 months, or within the period determined in the applicable international convention, after the delivery of the Goods, or the date when the Goods should have been delivered, or the date when in accordance to this B/L failure to deliver the Goods would give the consignee the right to treat the Goods as lost, whichever is the earlier.

18. Partial Invalidity

If any clause of this B/L or a part thereof is held by a competent court to be invalid, the validity of this B/L and the remaining clauses or a part thereof shall not be affected.

19. Paramount Clause

The provisions of the International Convention relating to Bills of Lading dated Brussels 25th August 1924 or where this bill of lading is subject to any compulsory applicable enactment, including Hague-Visby Rules (namely the above Hague Rules, as amended in the protocol dated 23.2.68) (hereinafter called "Hague Rules") shall fully apply to this B/L. Nothing contained in this Bill of Lading shall be deemed to be a surrender by the Freight Forwarder of any of its rights or immunities or an increase of any of its responsibilities or limitations under the Hague Rules, or any other compulsory enactments. If anything herein contained is inconsistent with the said Hague Rules or compulsory law, it shall, to the extent and on the occasion of such inconsistency and no further, be null and void.

20. Jurisdiction and applicable law

Any action against the Freight Forwarder may be filed only in competent court in the place where the Freight Forwarder has his head office as stated in this B/L and shall be decided in accordance with the law of the country in which that head office is situated.

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ANNEX B

Hereunder, please find our updated bank details,

BANK DETAILS

Bank Name: **MIZRAHI TFAHOT LTD**
Favor of R.P.A. PORT LTD
Branch: 444
Account #: 605269
Swift Code: MIZBILIT
IBAN #: IL76 0204 4400 0000 0605 269
Beneficiary Name: R.P.A. PORT LTD

Bank Name: **BANK HAPOALIM**
Favor of R.P.A. PORT LTD
Branch: 712
Account #: 44405
Swift Code: POALILIT
IBAN #: IL640127120000000044405
Beneficiary Name: R.P.A. PORT LTD

PLEASE SEND SWIFT COPIES TO:

AIR FREIGHT: HANA@RPA-PORT.CO.IL & AVIATION@RPA-PORT.CO.IL

SEA FREIGHT: HANA@RPA-PORT.CO.IL & FRDSEA@RPA-PORT.CO.IL

BORDER CROSSING: HANA@RPA-PORT.CO.IL & SHB@RPA-PORT.CO.IL

CUSTOMS CLEARANCE: HANA@RPA-PORT.CO.IL & CC@RPA-PORT.CO.IL