

TERMS AND CONDITIONS

1. Definitions

In these Terms and Conditions:

Agreement means the agreement between You and STL for the Services.

Force Majeure Event means an act or event beyond STL's reasonable control, including without limitation, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat of preparation from war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, failure of public or private telecommunications networks, strikes, lock-outs or other industrial action, unavailability of any equipment, machinery or personnel.

Goods the goods, which may include but is not limited to motor cars, motor cycles, other modes of motorised transport and goods generally, made available to STL, its agent or Third Parties by or on behalf of You for the purpose of executing the Services.

Party means each of STL and You and together the "**Parties**".

Services all activities and work, in any form and by whatever name, including those performed by STL for or on behalf of You.

STL means any of SilverTiger Logistics Inc, SilverTiger Logistics Limited and Silver Tiger Logistics B.V. (as applicable and/or as advised to You).

Terms and Conditions these Terms and Conditions.

You/Your STL's customer being the individual or company to whom the Services are provided.

2. Our Agreement with You

2.1 These are the only Terms and Conditions on which STL provide Services to You.

2.2 STL reserves the right to vary these Terms and Conditions on giving you not less than 7 (seven) days prior written notice.

2.3 Please read these Terms and Conditions carefully before You confirm Your request for STL to provide Services to You. Any performance or continued performance by STL of the Services shall be deemed to constitute your acceptance of these Terms.

2.4 Agreements, as well as amendments of and additions to Agreements, shall only become effective if and insofar as STL has confirmed these in writing or STL has started to perform the Services.

3. Your responsibilities

- 3.1 You must inform STL of any information relating to your Goods which might be relevant or helpful to STL in carrying out the Services.
- 3.2 You will be responsible for any incorrect, inaccurate and/or misleading information supplied to STL or failing to inform STL of any relevant information.
- 3.3 If You are not the owner of the Goods You warrant and represent You have the owner's permission and authority to accept these Terms and Conditions and for the Services to be carried out, but You remain subject to and bound by these Terms and Conditions including payment of STL's invoices.
- 3.4 You shall sign STL's or its agent's (as applicable) consignment note when the Goods are collected from You or your agent ("Consignment Note"). The Consignment Note details the description and condition of the Goods. Such Consignment Note shall not be conclusive evidence as to accuracy of description or condition of the Goods. The burden of proof in the event of dispute is with You.
- 3.5 STL or its agent (as applicable) shall use reasonable endeavours to obtain a signed receipt of delivery of the Goods from You, your servant or your agent upon delivery of the Goods or conclusion of the Services whichever is the sooner ("Delivery Receipt"). The Delivery Receipt shall detail the description and condition of the Goods. Such Delivery Receipt is not conclusive evidence as to the accuracy of description or condition of the Goods. The burden of proof in the event of dispute is with You.

4. Third Parties

- 4.1 STL may subcontract all or any part of the Services if, in STL's absolute discretion, it is necessary to do so in order to provide the Services
- 4.2 Where part or whole of the Services has been sub-contracted as provided in Condition 4.1 above, such sub-contractor(s) shall have the benefit of these Terms and Conditions and shall be under no greater liability to You than STL would be under these Terms and Conditions and You agree with STL that no claim shall be made against a sub-contractor in addition to or in excess of the limitations and/or exclusions of liability as set out in these Terms and Conditions.
- 4.3 Where the carriage of any Goods is subcontracted to a sea, air or rail carrier then the liability of STL and of any sub-contractor shall be limited and/or excluded in accordance with the conditions or carriage of that sub-contractor or as provided for by statute or international convention.

5. Estimates

- 5.1 Any estimate is STL's considered approximation of the likely cost of the Services.
- 5.2 All estimates are estimates only and are not to be treated as firm quotations or a fixed price for the provision of the Services.
- 5.3 The estimate is based on the cost for the Services at the time the estimation is given.

6. Force Majeure Events

- 6.1 STL (which for the purpose of this Condition 6 includes any agent or subcontractor engaged by STL) will not be liable for any failure to perform or delay in performance of any of its obligations under these Terms and Conditions and/or Agreement that is caused by a Force Majeure Event.
- 6.2 If a Force Majeure Event takes place which affects the performance of STL's obligations under these Terms and Conditions and/or Agreement STL will contact You as soon as reasonably practicable to notify You and STL's obligations under these Terms and Conditions and/or Agreement shall be extended for the duration of the Force Majeure Event. Where the Force Majeure Event affects STL's performance of the Services STL will endeavour to restart the Services as soon as possible after the Force Majeure Event is over.

7. Liability

- 7.1 STL's responsibility and liability for the Goods shall commence when STL, its agents or sub-contractors (as applicable) takes physical control of the Goods at the point of collection or by receiving the same at Your premises.
- 7.2 STL's responsibility and liability for the Goods shall end when STL, its agents or sub-contractors (as applicable) relinquish control of the Goods at the proper place of delivery or the Goods are presented at the proper place of delivery within normal business hours allowing sufficient time for unloading.
- 7.3 If STL is prevented from making delivery of the Goods at Your address or the relevant delivery address (as applicable) including as a consequence of the absence of a safe and/or adequate access or unloading facilities, then STL's responsibility and liability for the Goods shall end at the expiration of 24 hours after notice (by letter, telephone or email) has been given to You.
- 7.4 STL shall not be liable for any loss or damage to the Goods unless You can demonstrably prove that the loss or damage has been caused solely and directly by the gross negligence or wilful misconduct of STL.
- 7.5 STL's liability shall in all cases be limited to 5,000 (five thousand) Special Drawing Rights ("SDRs") per occurrence or series of occurrences where the cause of such loss or damage is the same. Taking into account the aforementioned limit, in the event of such loss of or damage to the Goods the liability shall be limited to 4 (four) SDRs per kilogram of damaged or devalued Goods or lost gross weight. Furthermore, the liability of STL shall never exceed the invoice value

- 7.6 STL shall not be liable to You in connection with the provision of the Services and/or under the Agreement, or any collateral contract for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to or corruption of data, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the Parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.
- 7.7 STL shall be relieved of all liability if loss or damage to the Goods arises from:
- 7.7.1 a Force Majeure Event;
 - 7.7.2 seizure or forfeiture under legal process;
 - 7.7.3 an error, act, omission, mis-statement or mis-representation by You or your servants or agents;
 - 7.7.4 any special handling requirements in respect of the Goods which have not been notified to STL;
 - 7.7.5 fraud on the part of You or your servant or agent in respect of all or any part of the Goods.
- 7.8 Nothing in these Terms and Conditions or the Agreement excludes or limits the Parties liability in respect of:
- 7.8.1 death or personal injury caused by its negligence (including negligence of its servants or agents); or
 - 7.8.2 fraud or fraudulent misrepresentation.

8. Notification of claims

- 8.1 STL shall not be liable for:
- 8.1.1 any loss or damage to the Goods unless:
 - (a) any suspected loss or damage to the Goods (“Suspected Damage”) is verbally reported by You immediately upon You becoming aware of it (the “Initial Discovery”) and noted on any applicable delivery report, with photographs and comments provided to the person providing the Services;
 - (b) as soon as possible any Suspected Damage must be reported by You by telephone or video call to STL in order to support the Initial Discovery;
 - (c) if there is any irregularity between the condition of the Goods as delivered to You and that recorded on any delivery report You must advise STL (i) of the finding, and (ii) the circumstance(s) that prevented/created its absence on the delivery report;

- (d) if Goods are not delivered to You any Suspected Damage must be reported by You to STL as soon as it is discovered; and
 - (e) in addition to Your compliance with Conditions 8.1.1 (a) – (d) above You must also provide STL with a detailed claim in writing in writing, together with photographic evidence (as applicable), specifying the nature of the Suspected Loss as soon as practicably possible and in any event no later than 7 (seven) days of the earlier of (i) You become aware of the Suspected Loss, and (ii) STL's responsibility for the Goods having ended in accordance with Condition 7.3
- 8.1.2 damage of any description unless the Goods are made available to STL or STL's representative for inspection for a reasonable period following notification of the claim; and
- 8.1.3 damage of any description causing diminution of value to the Goods arising from any loss or perceived loss of originality.
- 8.2 STL shall not benefit from the exclusion of liability in Condition 8.1 if You provide demonstrable evidence that:
- 8.2.1 in all circumstances, it was not reasonably possible so to advise STL or make the damaged Goods available for inspection within the time limits; and
 - 8.2.2 such advice was given at the first reasonable opportunity.

9. Insurance

- 9.1 STL may consider obtaining insurance for the Goods for You if:
- 9.1.1 You make a request for STL to obtain insurance cover for the Goods ("Requested Goods Insurance") and do so prior to the commencement of the Services. Any request made after the commencement of the Services will not be considered;
 - 9.1.2 You provide STL with such details as STL requires to obtain such insurance including but not limited to a full description of the Goods and a market valuation; and
 - 9.1.3 You pay any applicable premium for such Requested Goods Insurance notified by STL to You in full and prior to the commencement of the Services.

For the avoidance of doubt, STL has no obligation to consider any request made by You for Requested Goods Insurance nor to procure or provide Requested Goods Insurance for You. Furthermore, You unconditionally acknowledge and agree if STL procures Requested Goods Insurance that does not, in any way, vary or change the provisions or applicability of Conditions 7 and 8.

9.2 If:

9.2.1 You do not make a request for Requested Goods Insurance pursuant to Condition 9.1; or

9.2.2 You make a request for Requested Goods Insurance pursuant to Condition 9.1 and that request is rejected by STL

You shall insure the Goods, with a reputable insurance company, against all insurable risks and with any right of the insurer to bring a subrogated claim being excluded. You shall on demand provide STL with a copy of such insurance including evidence of payment of the relevant insurance premium.

10. Indemnity

10.1 You shall indemnify and hold harmless STL against:

10.1.1 any and all Losses, to include but not be limited to damages, suits, claims and all attorney fees, suffered by STL arising from any act, omission, misdirection, misstatement or negligence by You, your servants or agents;

10.2 claims and demands of any nature in respect of loss of or damage to the Goods made by any third party additional to or in excess of the limits of liability of STL set out in Condition 7.5 above;

10.3 any claims made or penalties imposed by any governmental or regulatory body in respect of dutiable goods; and

10.4 claims and demands made by a third party attributable to lack of authority on the part of You to enter into the Agreement upon these Terms and Conditions.

11. STL's right to terminate the Agreement

11.1 STL can terminate the Agreement with immediate effect if:

11.1.1 You do not make any payment to us when it is due (if You are not paying in advance) and You still do not make payment within 5 (five) days of STL reminding You that payment is due;

11.1.2 You stop carrying on business, become bankrupt, become insolvent, propose or take any steps or enter in to any arrangement for the benefit of Your creditors or protection from Your creditors or any other analogous event;

11.1.3 You do not, within a reasonable time of STL asking for it, provide STL with information that is necessary for STL to provide the Services including but not limited to collection and delivery details for the Goods; and

11.1.4 You do not deliver the Goods or make the Goods available to STL or its agent or subcontractors to enable STL or its agent or subcontractors to provide the Services.

11.2 If STL terminates the Services in the situations detailed in Condition 11.1 STL may deduct from any monies already paid by You and/or charge You reasonable compensation for the costs STL and/or its agent or subcontractors incur as a result of such termination.

12. Contact

12.1 You can contact us by telephone or by writing (which includes email) as follows:

SilverTiger Logistics Inc
United States of America

Email: sales@silvertigerlogistics.com
Phone: 001 678 974 88 01

SilverTiger Logistics Ltd
United Kingdom

Email: sales@silvertigerlogistics.com
Phone: 0044 1284 333 998

Silver Tiger Logistics B.V.
European Union

Email: sales@silvertigerlogistics.com
Phone: 0031 20 2611211

You should use the contact details applicable to the STL entity providing the Services.

13. Lien

13.1 You hereby grant and STL have a security interest, security title, and lien on the Goods and any other of Your assets in STL's possession until all sums due to STL have been paid and to secure Your performance under this Agreement. You hereby irrevocably make, constitute and appoint STL, and any of STL's officers, employees, attorney or agents designated by STL, as Your true and lawful attorney-in-fact with power: to sign Your name on any financing statement, continuation financing statement, security agreement, letter of authority, notice or similar document which must be executed or filed in order to perfect or continue perfecting the STL's interest in the Goods; to endorse Your name on any checks, notes, acceptances, money orders, drafts or other forms of payment or security that may come into STL's possession; to sign Your name on any invoice or bill of lading relating to any Goods, on drafts against customers, on verifications of accounts, and on notices to account debtors; to send request for verification of accounts and general intangibles and to do all things necessary to enforce Your security interest in the Goods and to otherwise carry out this agreement. You ratify and approve all acts of Your attorney hereby appointed. Neither STL, nor its officers, employees, agents or attorneys will be liable for any acts or omissions or any error of judgment or mistake of fact of law, except for their gross negligence or wilful misconduct. This power being coupled with an interest, is irrevocable until the liabilities have been paid in full.

STL shall have all other rights provided to secured parties under the appropriate Uniform Commercial Code.

- 13.2 After giving you 60 days' notice STL shall have the right to sell or dispose of your Goods or any other assets as Your agent and at Your expense and apply the proceeds towards the payment of the sums due to STL. Upon accounting to You for any balance remaining after payment of all payments due to STL and costs of sale or disposal including any storage costs, STL shall be discharged of all liability in respect of the Goods and other assets.

14. Invoicing and Payment

- 14.1 The price of the Services may be increased above that given in any estimate and/or quote by an amount attributable to (i) any suspension or alteration to the Services due to Your delay in providing instructions or changing Your instructions, and (ii) any variation and/or increase in (a) taxes and duties, and/or (b) any variation and/or increase in any costs relating to and/or connected with the Services between the date of the estimate and/or quote and the date of our invoice.
- 14.2 Subject always to the provisions of Condition 14.4.2 all STL invoices shall become immediately due and payable upon issue and such payment shall be made without reduction or deferment on account of any claim, counterclaim or set-off.
- 14.3 Payment must be made using the payment method and in the currency stated on the invoice.
- 14.4 STL reserves the right to:
- 14.4.1 charge interest on all or any part of any invoice not settled in full by the due date at the greater of (i) 5%, and (ii) a rate of 5% above the base rate of the Bank of England, in each case until paid (even if that is after a court judgement); and
 - 14.4.2 require payment on account prior to or at the time of the Services and/or at any subsequent times.
- 14.5 All invoices are subject to VAT at the prevailing rate or such other taxes as are applicable to STL's provision of the Services, where applicable.
- 14.6 All payments received by STL which are not referenced to a particular invoice number shall be allocated by STL to the oldest debt first.

15. General

- 15.1 These Terms and Conditions and any Agreement is between STL and You.
- 15.2 Only STL may transfer its rights and obligations under these Terms and Conditions and/or Agreement to another party. STL will notify You if this happens but this will not affect Your rights or STL's obligations under these Terms and Conditions and/or Agreement. You may not assign any rights hereunder without the express written consent of STL.

- 15.3 If STL fails to insist that You perform any of Your obligations under these Terms and Conditions, or if STL does not enforce its rights against You, or if STL delays in doing so, that will not mean that STL have waived our rights against You and will not mean that You do not have to comply with those obligations. If STL do waive a default by You, we will only do so in writing.
- 15.4 Each of the Conditions of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining Conditions will remain in full force and effect.
- 15.5 These Terms and Conditions shall be governed by the applicable local law for the STL entity providing the Services and any dispute in connection with them or any claim you may bring against STL (whether in contract or tort) shall be determined exclusively by the courts of the country of the applicable STL entity providing the Services to whose jurisdiction we both hereby irrevocably submit. For example, if SilverTiger Logistics Ltd provides the Services English Law and the courts of England and Wales shall be applicable.