

## 1. Scope

These Standard Terms and Conditions ("STC") apply to the provision of all freight forwarding and logistics services ("Services") by CargoPoint LLC ("Forwarder", "We", "Our", "Us"). By using our Services, you ("Customer", "You", "Your") agree to accept these STC.

## 2. Third Party Services

We may provide Services through third parties, acting as Agent. The Forwarder as Agent assumes no liability for the actions, inaction and omissions of third parties, provided that it uses reasonable care in the selection, instruction and supervision of such third parties. Third parties may include, without limitation, carriers, agents, customs brokers, port authorities, ground handlers.

## 3. Liability Limitations

The carriers' and consequently our liability for loss or damage of the cargo is limited by carriers' regulations, terms and conditions of the forwarders' associations, international conventions and protocols, including, without limitation:

- (1) For air freight: Warsaw Convention and Hague Protocol which limit the Forwarder's liability for loss or damage of the cargo to an amount no greater than 250 francs or 19 SDR per gross kilogram.
- (2) For road haulage: CMR Convention which limits the liability of the Forwarder for loss or damage of the cargo to an amount no greater than 8.33 SDR per gross kilogram.

## 4. Forwarder as Principal

- 4.1 We may act as Principal by providing Services directly (using our own equipment, personnel, resources) or by issuing our own transport document where we explicitly assume liabilities of the carrier.
- 4.2 The Forwarder acting as Principal assumes responsibility for loss or damage of the cargo if the Forwarder's direct fault (such as negligence) is established and compensation to the Customer in this case will be limited to two (2) SDR per gross kilogram or seventy (70) SDR per case.

## 5. Choosing Routes, Carriers, Agents

Unless you provide us express instructions in writing, we have complete freedom in choosing the means, routes, carriers and procedures to be followed in the handling, transportation and delivery of your cargo.

## 6. Incoterms

Incoterms rules apply to contracts between buyers and sellers and have no relationship to the contract between you and us or the contract between us and any carriers.

## 7. Declared Value

The Parties may agree to declare a higher value for carriage of the cargo, in which case the carrier's limitation of liability for loss or damage will be based on the declared value of the cargo.

## 8. Price Estimates, Quotations

Any price estimates or quotations you receive from us are for informational purposes only and may be subject to change without notice and will not be binding on us.

## 9. Forwarder's Right of Lien

We have a general lien on your property under our control, for all claims for charges payable to us. If you fail to satisfy our demand for payment for thirty (30) days, we may dispose of your property at our sole discretion to recover our costs and fees.

## 10. Presenting Claims

- 10.1 You can make claims within five (5) days of the Services being provided.

- 10.2 We will review your claims provided that you pay for our Services in full and follow the legally established claims procedure.
- 10.3 We will not accept any claims after you sign an acceptance certificate.

## 11. Cargo Insurance

We may arrange cargo insurance as you may require and at your expense, through a direct insurance contract between you and an insurance provider.

## 12. Forwarder's Rates and Payment Terms

- 12.1 We establish the rates for our Services in writing, upon your specific request.
- 12.2 You will reimburse any unforeseen expenses we may incur on your behalf, if such expenses are backed by documentary evidence.
- 12.3 We will provide Services after collecting 100% prepayment from you unless we specifically agree to extend credit to you.
- 12.4 Any bank charges on funds transfers will be fully absorbed by the remitting party.
- 12.5 If you fail to pay when due, you will pay us a late fee of 0.5% of the total past due amount per day.

## 13. Complete Information

We require that you provide us with complete and correct information so that we can meet our obligations under these STC. You are responsible for the accuracy of your instructions, integrity of the information you provide and any consequences arising from incomplete information.

## 14. Force Majeure

- 14.1 The Parties will not be responsible for delay in performance or non-performance (except for performance of payment obligations) caused by events beyond the Parties' reasonable control (force-majeure circumstances - "FMC").
- 14.2 In the event of FMC, a Party notifies the other as soon as reasonably practicable and provides documentary evidence confirming the circumstances.
- 14.3 The Parties will use commercially reasonable efforts to remove any consequences of FMC and resume performance under these STC as soon as reasonably practicable.

## 15. Confidentiality

The Parties undertake to keep confidential all information of the other Party received within or in relation to the performance of the Services and to not disclose the information to a third party without the prior written consent of the other Party.

## 16. Information Exchange

Any notices, documents, reports and other information to be exchanged between the Parties will be in writing and will be deemed given if delivered personally or by email.

## 17. Applicable Law and Jurisdiction

These STC will be governed by, and construed in accordance with, the laws of the Republic of Uzbekistan and the Parties submit to the exclusive jurisdiction of the courts of Uzbekistan.

## 18. Amendments

These STC may be amended from time to time and all amendments or changes to the STC will be published on our website.

## 19. Contacts

For any questions regarding, you may contact us as below:

Email: [info@cargopoint.one](mailto:info@cargopoint.one)  
Phone: +998 78 1500033