

ASG WIND TRANSPORT

STANDARD TRADING CONDITIONS

(Terms & Conditions for Freight Forwarding, Logistics, Customs and Related Services)

Applicable to Services provided by ASG Wind Transport S.R.L. (Romania) and ASG Wind Transport Bulgaria OOD / Ltd. (Bulgaria)

Based on the FIATA Model Rules for Freight Forwarding Services; governing law and jurisdiction follow the contracting entity as set out in Clause 13

Version 1.0 — Effective 01.07.2026

PART A — GENERAL CONDITIONS

Applicable to all Services performed by the Company, in whatever capacity

1. Definitions and Interpretation

1.1 “Company” means whichever of the following entities is identified as the contracting party in the applicable quotation, booking confirmation, transport document or invoice for the relevant Service (and, where no entity is so identified, the entity that issues the invoice for that Service), together with that entity's employees, servants and duly authorised agents:

(a) ASG Wind Transport S.R.L., a company duly organised and existing under the laws of Romania, registered with the Ilfov Trade Register under no. J2003001081234, sole registration code (CUI) RO15536431, with registered office in Jud. Ilfov, Oraş Otopeni, Strada Aurel Vlaicu, Nr. 53, Romania, legally represented by Ms. Valeria Hutan in her capacity as Administrator; or

(b) ASG Wind Transport Bulgaria OOD (Ltd.) — in Bulgarian, ЕЙ ЕС ДЖИ УИНД ТРАНСПОРТ БЪЛГАРИЯ ООД — a company duly organised and existing under the laws of Bulgaria, registered with the Bulgarian Commercial Register (Търговски регистър) under UIC/EIK 201523781, VAT No. BG201523781, with registered office at Bul. Brussels No. 11B, Floor 5, Slatina District, 1540 Sofia, Bulgaria, legally represented by Mr. Yordan Strahilov Ichev, in the capacity of Manager (Управител).

1.1A Each entity listed in Clause 1.1 contracts on these Conditions in its own name and on its own account for the Services it performs, and is not liable for Services performed by, or the obligations of, the other entity, save where both entities are jointly engaged for the same Service and expressly agree in Writing to joint and several liability.

1.2 “Customer” means any person, firm, company or other legal entity at whose request, or on whose behalf, the Company undertakes any business, provides advice, quotes for or performs any service, and includes that party's principals, agents, employees and successors.

1.3 “Goods” means the cargo, merchandise or property to which any instruction, quotation, service or Contract relates.

1.4 “Contract” means any contract between the Company and the Customer for the performance of Services, whether oral, written, electronic or implied from conduct, to which these Conditions apply.

1.5 “Services” means any and all services performed by the Company for the Customer, including but not limited to freight forwarding, carriage (road, sea, air, rail or multimodal), customs clearance and representation, warehousing, storage, cargo consolidation, packing, cross-docking, insurance arrangement, documentation and any ancillary or advisory service.

1.6 “Sub-Contractor” means any carrier, haulier, warehouseman, customs agent, stevedore, port or terminal operator or other third party engaged by the Company, directly or indirectly, to perform all or part of the Services.

1.7 “SDR” means Special Drawing Right as defined by the International Monetary Fund, converted into RON/EUR at the official rate applicable on the date of the event giving rise to liability, or on the date of judgment if the applicable mandatory law so requires.

1.8 “Writing” includes e-mail and other electronic means of communication capable of being reproduced in legible form, unless otherwise stated.

1.9 Headings are for convenience only and do not affect interpretation. Words importing the singular include the plural and vice versa.

2. Application

2.1 These Standard Trading Conditions (“Conditions”) apply to and are incorporated into every Contract for Services offered, quoted or performed by the Company, to the exclusion of any other terms proposed, referenced or attached by the Customer, including any terms in a purchase order, unless expressly agreed to in Writing and signed by a duly authorised representative of the Company.

2.2 Any instruction given to, or acceptance of a quotation, booking or Service from, the Company constitutes acceptance of these Conditions by the Customer, whether or not these Conditions are separately countersigned.

2.3 The Company reserves the right to amend these Conditions from time to time. The version in force on the date the relevant Service was requested shall apply to that Contract. The current version is available on request and, where applicable, published on the Company's website.

2.4 If any Service is subject to mandatory international conventions or mandatory national law (e.g. CMR for international road carriage, the Warsaw/Montreal Convention regime for carriage by air, the Hague-Visby or Hamburg Rules for carriage by sea, or applicable national rail-carriage regulations), such mandatory provisions shall apply to that specific leg of carriage in priority over these Conditions, but only to the extent of the conflict, and these Conditions shall continue to apply to all matters not governed by such mandatory provisions.

3. Capacity of the Company — Agent, NVOCC Carrier or Customs Broker

3.1 The Company undertakes Services in different capacities depending on the nature of the Service requested, as follows: (a) for ocean carriage where the Company issues its own bill of lading (House and/or Master Bill of Lading) as a Non-Vessel Operating Common Carrier (“NVOCC”), the Company acts as contracting carrier (principal) vis-à-vis the Customer, and Part B of these Conditions applies in addition to this Part A; (b) for customs clearance, representation before customs and other governmental authorities, and related declarations, the Company acts as customs broker (agent for customs purposes, and as direct or indirect representative as defined under Regulation (EU) No 952/2013 and its Implementing/Delegated Regulations, as applicable), and Part C of these Conditions applies in addition to this Part A; and (c) for all other Services (e.g. procurement of inland haulage, warehousing, or other Services not covered by (a) or (b)), the Company acts as forwarding agent only, procuring such Services from Sub-Contractors on the Customer's behalf, unless expressly agreed otherwise in Writing.

3.2 Where the Company acts as forwarding agent under Clause 3.1(c), contracts made with Sub-Contractors on the Customer's behalf are made directly between the Customer and the relevant Sub-Contractor, and the Company's liability is limited to the exercise of reasonable care and skill in the selection of that Sub-Contractor; the Company is not liable for the acts, omissions or insolvency of any Sub-Contractor.

3.3 The capacity in which the Company acts for a given shipment shall be identified by the transport or customs document issued for that shipment (e.g. a House Bill of Lading issued by the Company indicates NVOCC capacity for that shipment; a customs declaration lodged in the Company's name or under its EORI/authorisation indicates customs broker capacity). In the absence of such a document, the default capacity is forwarding agent under Clause 3.1(c).

3.4 The Company shall be entitled, but is not obliged, to sub-contract on any terms the whole or any part of the Services, including the underlying ocean, rail, road or air carriage performed under any NVOCC bill of lading issued by the Company, and to do so in its own name or that of the Customer.

3.5 Any Sub-Contractor engaged by the Company shall be required to: (a) hold all licences and authorisations required by applicable law for the relevant mode of transport or service, and produce evidence of the same to the Company on request; (b) maintain liability insurance appropriate to a carrier or service provider in its field; and (c) comply with the terms of its engagement by the Company and, to the extent communicated to it, with

the relevant terms of the Company's Contract with the Customer. Nothing in this Clause 3.5 affects the limitation of the Company's own liability under Clause 6.2.

4. Quotations, Rates and Charges

4.1 Quotations are given on the basis of the information provided by the Customer (weight, volume, nature, value, packing and description of the Goods) and are subject to change if such information proves inaccurate or if the basis of the quotation (routing, fuel cost, exchange rates, tariffs, duties, congestion surcharges, applicable taxes) changes prior to performance, unless the quotation expressly states it is a fixed, all-inclusive price.

4.2 Unless otherwise stated, quotations do not include customs duties, VAT, insurance premiums, demurrage, detention, storage beyond free time, inspection or examination fees imposed by any authority, or any charges arising from circumstances outside the Company's control.

4.3 Freight, charges and disbursements are payable by the Customer in the currency and within the payment term stated on the Company's invoice, without deduction, set-off or counterclaim, whether or not the Goods are lost, damaged or delayed, save where such loss, damage or delay is caused by the Company's own default.

4.4 Interest on overdue amounts accrues at the statutory rate applicable to commercial transactions in Romania (Law no. 72/2013 and applicable ANAF reference rate) from the due date until payment, without prejudice to any other remedy. Alternatively, and at the Company's election, the Company may charge a fixed penalty of 0.15% of the overdue amount for each day of delay, in place of the statutory rate under this Clause 4.4, provided the Company shall not recover both in respect of the same overdue amount.

4.5 The Company shall not be liable for any error, omission or misunderstanding in a quotation, freight rate, tariff, disbursement, duty or tax estimate provided to the Customer, save to the extent such error arises from the Company's customs brokerage activities under Part C, which remain subject to Clause 22.

4.6 If the Customer cancels an order or withdraws from a Contract before commencement of the Service, and the Company has already incurred costs in organising that Service (including but not limited to vehicle or equipment deployment, crane or equipment rental, booking or space reservation fees, or Sub-Contractor commitments), the Customer shall compensate the Company for all such costs and expenses incurred up to the date of cancellation, in addition to any cancellation or administration fee stated in the Company's quotation.

5. Customer's Warranties and Obligations

5.1 The Customer warrants that it is either the owner of the Goods or is authorised to accept, and does accept, these Conditions on behalf of the owner and all other persons interested in the Goods.

The Customer further warrants that:

- (a) the description, weight, volume, quantity, marks and value of the Goods, and any information necessary for carriage, customs clearance, or compliance with applicable safety and security regulations, are full, complete and accurate;
- (b) the Goods are properly and sufficiently packed, marked and labelled to withstand the ordinary risks of the transport and handling contracted for;
- (c) where the Goods are dangerous, hazardous, perishable, or subject to special regulatory regimes (including IMDG, ADR/RID, IATA DGR or equivalent), this has been disclosed in Writing before acceptance of the Goods, together with all safety data and handling instructions required by law;
- (d) all export, import, transit and other regulatory documentation and licences required for the Goods have been obtained; and
- (e) the Goods do not infringe any intellectual property right and their carriage does not violate any applicable sanctions, embargo or trade-control regime.

5.2 The Customer shall indemnify and hold the Company harmless against all claims, liabilities, losses, damages, fines, penalties, costs and expenses (including reasonable legal fees) arising out of any breach of the warranties in Clause 5.1, or out of any inherent defect, vice, or nature of the Goods, or out of the Customer's breach of these Conditions.

5.3 Undeclared dangerous or hazardous Goods may, at the Company's discretion and without liability to the Customer, be rendered harmless, destroyed, or disposed of at the Customer's cost and risk.

5.4 Without prejudice to Clause 5.1, the Company does not accept the following Goods for carriage, forwarding, customs clearance or storage save by separate written agreement and on special terms: bullion and precious metals; banknotes, coins, cheques, credit cards and other negotiable or financial instruments; bonds and securities; jewellery, works of art, antiques or precious stones (other than as part of a household or personal effects consignment not exceeding 10% of the total consignment value); live animals, birds, reptiles or fish; live plants; military goods or goods for military purposes; and mobile or cellular telephones of any description. The Customer shall notify the Company in Writing before tendering any such Goods, and the Company may decline to accept them or may accept them only on terms including a higher charge, additional security, or a reduced or excluded limitation of liability.

5.5 The following categories of Goods are treated as high-risk and shall be notified to the Company in Writing before tendering, and may only be carried subject to the Company's prior written agreement: wines, spirits and other alcoholic beverages; cigarettes, tobacco products, vapes and other smoking devices or liquids; furs, leather, and garments made from fur or leather; computer microchips; clocks, watches and parts; computers, laptops, tablets and similar devices; CD/DVD players, stereo equipment, games consoles and similar goods; and pharmaceutical, life science or bio products. The Company reserves the right to decline such Goods, to require that they be shipped in full container or full trailer loads only, or to impose additional security or handling conditions.

6. General Liability of the Company

This Clause 6 applies to Services performed by the Company as forwarding agent under Clause 3.1(c). Liability for Services performed as NVOCC carrier is governed by Part B, and liability for customs brokerage Services is governed by Part C.

6.1 The Company shall perform the Services with reasonable skill and care and in accordance with sound industry practice. The Company shall be liable only for loss or damage to the Goods, or other direct loss, proved to have been caused by the negligence, wilful default or fraud of the Company or its own employees while acting within the scope of their employment, and then only to the extent set out in this Clause 6.

6.2 Where the Company acts as forwarding agent (Clause 3.1(c)), its liability is limited to the exercise of reasonable care and skill in the selection of Sub-Contractors; it is not liable for the acts, omissions, insolvency or default of any Sub-Contractor, whose own terms and conditions and applicable mandatory conventions shall govern the Customer's recourse against that Sub-Contractor.

6.3 Where the Company is nonetheless held liable notwithstanding Clause 6.2 for Services performed as forwarding agent, its liability for loss of or damage to the Goods shall not exceed, per occurrence or series of occurrences arising from one event, whichever is the lower of: (a) the actual invoice value or, absent an invoice, the market value of the Goods at the place and time of shipment; (b) [2] SDR per kilogram of gross weight of the Goods lost, damaged or affected; or (c) an overall cap of SDR [75,000] / EUR [—] per event, unless a higher value was declared in Writing and accepted in Writing by the Company against payment of an ad valorem charge prior to the commencement of the relevant Service. The Company may decline to accept a declared or higher value under this Clause 6.3, including where corresponding insurance cover is not available to the Company on reasonable terms.

6.4 Where the loss or damage occurs during a leg of transport subject to a mandatory international convention or mandatory national law, the limits of liability, time bars and conditions of that convention or law shall apply to that leg in place of Clause 6.3.

6.5 The Company shall not in any circumstances be liable for indirect or consequential loss, including but not limited to loss of profit, loss of market, loss of use, loss of contract, or loss of business or business opportunity, however arising, whether or not the Company had knowledge that such loss was possible.

6.6 The Company shall not be liable for any loss, damage, delay, or failure to perform caused, wholly or partly, by: (a) an act or default of the Customer or any person acting on its behalf; (b) compliance with instructions given by the Customer; (c) insufficient or defective packing, marking or labelling; (d) inherent vice, nature or defect of the Goods; (e) strikes, lockouts, labour disturbances; (f) any cause constituting Force Majeure under

Clause 10; or (g) any cause the Company could not avoid and the consequences of which it could not prevent through the exercise of reasonable diligence.

6.6A Without limiting Clause 6.6, the Company shall not be liable for loss, damage or delay caused by: (a) loading or unloading operations performed by the Customer or its agents; (b) a defect in packaging that was not apparent from external inspection at the time the Goods were received; (c) a defect or inadequacy of a container, pallet or other unit of transport supplied by the Customer; (d) shipment of Goods under an incomplete, inaccurate or otherwise non-compliant description, where such Goods are restricted or admitted to carriage only under specific conditions; (e) natural events inherent in carriage using open vehicles, where such carriage is required by law or agreed with the Customer; (f) the nature of the Goods, where it exposes them to loss or damage through crushing, breakage, rust, or spontaneous internal deterioration; (g) ordinary weight loss inherent in the nature of the Goods carried; (h) the inherent risks of transporting live animals; (i) the failure of any escort or agent appointed by the Customer to accompany the Goods to take measures necessary for their preservation; (j) storage in the open air, where agreed with the Customer; or (k) theft, robbery or piracy, provided the Company exercised reasonable diligence in the protection of the Goods.

6.7 Delay: The Company does not undertake that the Goods will be carried or delivered by any specific date, and time for delivery is not of the essence of the Contract. The Company shall not, under any circumstances, be liable for any loss or damage of any kind caused by delay, and does not accept, and shall not be bound by, any agreement, undertaking or representation (whether in Writing or otherwise) purporting to guarantee, warrant or commit to a specific delivery or transit date, notwithstanding anything to the contrary in a quotation, booking confirmation, purchase order or other communication.

6.8 The Company shall not be liable for any loss, damage, cost or expense arising from a cyber incident, including the failure, error or malfunction of any computer, computer system, software, or electronic system, or the use of any such system as a means of inflicting harm (including hacking, phishing, malicious code, computer virus, data breach, or fraudulent electronic instruction), save to the extent such loss arises directly from the Company's own negligent breach of Clause 11.1.

6.9 The Company shall not be liable for any fine, penalty, or liquidated damage imposed on the Customer by a customs, governmental, or regulatory authority, save to the extent covered under Part C (Customs Broker).

7. Notice of Claim and Time Bar

7.1 Any claim against the Company must be notified to the Company in Writing: (a) in the case of apparent loss or damage, immediately and in any event within [3] days of delivery of the Goods; and (b) in the case of loss or damage not apparent, within [7] days of delivery of the Goods. Failure to give notice within these periods shall be prima facie evidence that the Goods were delivered in the condition described in the delivery documents.

7.2 The Company shall be discharged of all liability under these Conditions unless suit is brought within [9] months from the date of the event giving rise to the claim (or such shorter period as may be mandatorily prescribed by an applicable convention or law under Clause 6.4).

8. Insurance

8.1 The Company does not insure the Goods except upon the Customer's express instructions given in Writing, and then only where the Company is able to obtain such insurance on the terms then available in the market. Any insurance is effected on behalf of, and at the cost and risk of, the Customer, and the Company shall not be under any obligation to arrange separate insurance on each consignment.

8.1A Where the Company arranges cargo insurance on the Customer's instructions under Clause 8.1, the Company shall be entitled to charge a separate administrative fee, in addition to the insurance premium and the Service charges, for arranging such cover and for handling any related claim.

8.1B In the event of loss or damage to insured Goods, the Company's obligations in relation to that insurance shall be discharged once the loss or damage has been notified to the insurer at the Customer's request. Any subsequent handling of the claim by the Company shall be undertaken only on the Customer's express instructions and at the Customer's risk and cost.

8.2 The Company maintains liability insurance appropriate to its activities as freight forwarder, NVOCC and customs broker, including cover for legal liability and errors and omissions. Evidence of cover is available to the Customer on reasonable written request.

8.3 These Conditions are the Company's standard trading conditions and apply to every Contract for Services. They may not be varied, added to, or superseded on a shipment-by-shipment basis, whether by a booking confirmation, purchase order, e-mail exchange or otherwise, except by an express written amendment signed by a duly authorised representative of the Company.

9. Lien and Right of Retention

9.1 The Company shall have a general and continuing lien on any Goods, documents or property of the Customer in its possession, custody or control, for all sums due at any time from the Customer, and may sell or dispose of such Goods, upon reasonable notice, to recover such sums plus reasonable costs of sale, remitting any surplus to the Customer.

9.2 The Company's right of lien and retention under Clause 9.1 shall cease once the Customer deposits with the Company the amount claimed, or provides the Company with security or a guarantee, in either case sufficient to cover the sums due.

10. Force Majeure

10.1 Neither party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil commotion, strikes, pandemics, governmental action, embargo, port congestion, extreme weather, or failure of transport infrastructure. The affected party shall notify the other without undue delay and shall resume performance as soon as reasonably possible.

11. Data Protection

11.1 Each party shall process personal data received from the other in connection with the Contract in accordance with Regulation (EU) 2016/679 (GDPR) and the applicable national data-protection legislation implementing it (Romanian law, where the Company is ASG Wind Transport S.R.L.; Bulgarian law, where the Company is ASG Wind Transport Bulgaria OOD (Ltd.)), and shall implement appropriate technical and organisational measures to protect such data.

12. General

12.1 Severability. If any provision of these Conditions is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

12.2 No Waiver. No failure or delay by the Company in exercising any right under these Conditions shall operate as a waiver of that right.

12.3 Assignment. The Customer may not assign or transfer its rights or obligations under the Contract without the Company's prior written consent.

12.4 Entire Agreement. These Conditions, together with the Company's quotation or booking confirmation, constitute the entire agreement between the parties in relation to the Services and supersede all prior representations, understandings or arrangements.

12.5 Notices. Notices under the Contract shall be given in Writing to the registered office or e-mail address on file for each party.

12.5A If the Customer fails to notify the Company in Writing of any change to its address, e-mail address or other contact details, any notice sent by the Company to the address or contact details last provided by the Customer shall be deemed validly and effectively communicated, notwithstanding that it may not have been received.

13. Governing Law and Jurisdiction

13.1 Where the Company (as identified under Clause 1.1) is ASG Wind Transport S.R.L., these Conditions and any Contract to which they apply shall be governed by and construed in accordance with the laws of Romania, in particular the provisions of the Civil Code applicable to the contract of forwarding (contract de expediție) and, where relevant, the contract of carriage (contract de transport), and the courts of Bucharest, Romania shall have exclusive jurisdiction, subject to Clause 13.3.

13.2 Where the Company (as identified under Clause 1.1) is ASG Wind Transport Bulgaria OOD (Ltd.), these Conditions and any Contract to which they apply shall be governed by and construed in accordance with the laws of Bulgaria, and the courts of Sofia, Bulgaria shall have exclusive jurisdiction, subject to Clause 13.3.

13.3 The Company reserves the right, at its sole discretion, to bring proceedings against the Customer in the courts of the jurisdiction in which the Customer is domiciled or in which its assets are located.

PART B — ADDITIONAL CONDITIONS WHEN THE COMPANY ACTS AS NVOCC

Applies whenever the Company issues its own Bill of Lading as contracting carrier (Clause 3.1(a)); read together with Part A

14. Status as Carrier

14.1 Where the Company issues a House Bill of Lading and/or Master Bill of Lading in its own name as NVOCC, it undertakes and assumes liability as the contracting carrier for the entire carriage covered by that bill of lading, from the place of receipt to the place of delivery stated therein, regardless of whether the underlying carriage is performed by the Company's own means or procured from ocean carriers, feeder operators or other Sub-Contractors.

14.2 The Company's tariff, sailing schedules and service contracts, where applicable, are filed or held in accordance with the requirements of the trades served and are available to the Customer on request.

15. Bills of Lading and Paramount Clause

15.1 Each shipment carried under a bill of lading issued by the Company is subject to the terms printed or referenced on that bill of lading, which are incorporated into these Conditions by reference for that shipment. In the event of conflict between this Part B and the terms of a specific bill of lading, the bill of lading terms prevail for that shipment.

15.2 Paramount Clause: The Hague Rules, or the Hague-Visby Rules where compulsorily applicable, as enacted in the country of shipment, shall apply to the carriage evidenced by the Company's bills of lading. Where no such legislation is compulsorily applicable, the Hague-Visby Rules shall apply as a matter of contract. Where carriage is to or from the United States, the U.S. Carriage of Goods by Sea Act 1936 applies compulsorily.

15.3 Multimodal carriage: where the Company's bill of lading covers carriage by more than one mode of transport, and the stage during which loss or damage occurred is known, the liability for that stage is governed by the mandatory law or convention applicable to that stage; where the stage is unknown, the regime in Clause 16 applies to the carriage as a whole.

16. Limitation of Liability under Carriage

16.1 Subject to Clause 15.2 and 15.3, the Company's liability as carrier for loss of or damage to the Goods shall not exceed SDR 666.67 per package or unit, or SDR 2 per kilogram of gross weight of the Goods lost or damaged, whichever is the higher, unless the nature and value of the Goods were declared by the Customer before shipment and inserted in the bill of lading, and any ad valorem freight paid. The Company may decline to accept

such a declaration, including where corresponding insurance cover is not available to the Company on reasonable terms.

16.2 Where the Goods are carried in a container, pallet or similar article of transport, and the bill of lading enumerates the packages or units packed therein, each such package or unit is deemed one package or unit for the purposes of Clause 16.1; otherwise, the container, pallet or similar article is deemed the package or unit.

16.3 The Company shall in no case be liable for indirect or consequential loss (Clause 6.5) or for loss or damage arising from the excepted causes generally recognised under the Hague-Visby Rules, including but not limited to act, neglect or default of the master, mariner, pilot or servants of the carrier in the navigation or management of the ship; fire, unless caused by the actual fault of the carrier; perils of the sea; and inherent defect or vice of the Goods.

16.4 Time bar: any claim against the Company as carrier is time-barred unless suit is brought within one (1) year of the date of delivery of the Goods, or the date the Goods should have been delivered, in place of the period in Clause 7.2.

17. Deck Cargo, Live Animals, Perishables and General Average

17.1 The Company may carry Goods on deck, and such Goods shall be carried without responsibility for loss or damage caused by the ordinary risks associated with such carriage, and Clause 16 shall not apply to deck cargo carried at the Customer's request or by trade custom.

17.2 General average shall be adjusted in accordance with the York-Antwerp Rules 1994 (or the version referenced on the applicable bill of lading) at a place designated by the Company, and the Customer shall provide security for its contribution to general average, salvage or special charges on demand.

18. Freight, Demurrage, Detention and Uncollected Cargo

18.1 Freight under a bill of lading issued by the Company is earned on shipment and is payable whether the Goods are lost or not, and is non-returnable in any event, save as otherwise mandatorily required by applicable law.

18.2 The Customer shall be liable for container demurrage, detention and per-diem charges levied by the ocean carrier or terminal from the expiry of free time until the container is returned, and for storage charges accruing after the free time allowed at the port or place of discharge.

18.3 Goods not claimed within a reasonable time after arrival, or in respect of which delivery instructions are not given, may be landed, stored, sold or otherwise disposed of by the Company at the Customer's risk and expense, in accordance with applicable port, customs and carrier regulations, without liability to the Company.

PART C — ADDITIONAL CONDITIONS WHEN THE COMPANY ACTS AS CUSTOMS BROKER

Applies whenever the Company provides customs clearance or representation services (Clause 3.1(b)); read together with Part A

19. Authority to Act

19.1 Before the Company lodges any customs declaration or otherwise represents the Customer before customs or any other governmental authority, the Customer shall provide the Company with a valid power of attorney or other written authorisation, in the form required by the competent authority, appointing the Company as its direct or indirect representative, as applicable, in accordance with Regulation (EU) No 952/2013 (the Union Customs Code) and the national implementing legislation applicable to the relevant Company entity (Romania or Bulgaria, as applicable).

19.2 The Company may act, on a case-by-case basis, as either direct representative or indirect representative of the Customer, as agreed between the parties in Writing (including in the power of attorney, booking instructions, or customs mandate for the relevant shipment or declaration) prior to the lodging of the relevant customs declaration. Where no capacity is expressly agreed in Writing for a given declaration, the Company acts as indirect representative for that declaration.

19.3 Where the Company acts as indirect representative, it is jointly and severally liable with the Customer for the customs debt and related charges to the extent provided by applicable customs law, and the Company may require the Customer to provide security, an advance payment, or other assurance of payment before lodging the declaration. Where the Company acts as direct representative, the customs debt and related liabilities remain those of the Customer alone, and the Company acts strictly in the Customer's name and on the Customer's behalf, without assuming personal liability for the customs debt.

19.4 Nothing in Clause 19.2 or 19.3 affects the limitation of the Company's own liability for its acts or omissions as customs broker under Clause 22, which applies regardless of whether the Company acted as direct or indirect representative for the relevant declaration.

20. Customer's Obligations for Customs Purposes

20.1 The Customer warrants that all information, documents and instructions provided for the purposes of tariff classification, customs valuation, origin, licensing, quota, and any other customs or regulatory formality are true, complete and accurate, and shall promptly notify the Company in Writing of any change.

20.2 The Customer shall retain, and make available to the Company and to the competent authorities on request, all commercial invoices, certificates of origin, licences, contracts and other supporting documents for the periods required by applicable customs and tax law.

20.3 The Company is entitled to rely, without independent verification, on the accuracy of the information and documents supplied by the Customer, and shall not be liable for any consequence of inaccurate, incomplete or late information or instructions provided by the Customer.

21. Duties, Taxes and Government Charges

21.1 All customs duties, excise duties, VAT, anti-dumping or countervailing duties, port and government agency fees, fines, penalties and any other charges levied by a customs or other governmental authority in connection with the Goods ("Government Charges") are the sole liability of the Customer, whether assessed before or after release of the Goods, and irrespective of any error, omission or act or default of the Company not amounting to negligence.

21.2 Where the Company advances or pays any Government Charges on the Customer's behalf, the Customer shall reimburse the Company on demand, together with the Company's handling fee, and the lien in Clause 9 applies to secure such reimbursement.

21.3 The Customer shall indemnify the Company against any Government Charges, fines, penalties, storage, demurrage or other costs arising from the Customer's failure to provide accurate information, timely instructions, or required documentation, or from any regulatory non-compliance of the Goods, the Customer, or the underlying transaction.

22. Basis and Limitation of the Customs Broker's Liability

22.1 The Company shall exercise reasonable skill and care in the preparation and lodging of customs declarations and in its dealings with customs and other governmental authorities. The Company shall not be liable for the amount of any duty, tax or Government Charge properly due on the Goods under applicable law, regardless of the classification, valuation or origin advice given, save where such advice was given negligently and in breach of this Clause 22.1.

22.2 Subject to Clause 22.1, the Company's liability for any claim arising out of its customs brokerage Services, whether in contract, tort or otherwise, shall not exceed, per declaration or entry, the higher of: (a) the

brokerage fee charged by the Company for that declaration or entry; or (b) EUR [1,000], unless a higher limit is agreed in Writing in a specific case.

22.3 The Company shall not be liable for any fine, penalty, seizure, forfeiture, delay, or additional Government Charge resulting from a customs audit, post-clearance verification, change in customs classification practice, or any other act of a customs or governmental authority not caused by the Company's own negligence.

22.4 Any claim against the Company arising out of customs brokerage Services must be notified in Writing within [30] days of the Customer becoming aware, or of when it ought reasonably to have become aware, of the circumstances giving rise to the claim, and suit must be brought within [9] months of that date, in place of the periods in Clause 7.

23. Record Retention and Audit Cooperation

23.1 The Company shall retain copies of customs declarations and related records for the minimum period required by applicable EU customs legislation and the national customs legislation applicable to the relevant Company entity (Romania or Bulgaria, as applicable), and shall reasonably cooperate with the Customer in the event of a customs audit or post-clearance verification relating to declarations lodged on the Customer's behalf, at the Customer's cost for any work beyond the Company's standard record-retention obligations.

PART D — ADDITIONAL CONDITIONS WHEN THE COMPANY ACTS AS ROAD CARRIER (OWN VEHICLES)

Applies whenever the Company performs road carriage using its own vehicles rather than procuring it from a Sub-Contractor (Clause 3.1(c)); read together with Part A

24. Status as Road Carrier

24.1 Where the Company performs carriage of Goods by road using its own vehicles, it acts as carrier (principal) for that carriage, and this Part D applies in addition to Part A. Where road haulage is instead procured by the Company from a Sub-Contractor, Clause 3.1(c) and Clause 6 apply and this Part D does not.

25. CMR Convention and Paramount Clause

25.1 Carriage by road to which this Part D applies, where the place of taking over the Goods and the place designated for delivery are situated in two different countries, of which at least one is a party to the Convention on the Contract for the International Carriage of Goods by Road (CMR), is subject to the CMR Convention, which applies compulsorily and prevails over these Conditions to the extent of any conflict.

25.2 For road carriage not compulsorily subject to the CMR Convention (including domestic carriage within Romania or Bulgaria), the Company elects to apply the CMR Convention as a matter of contract, as if such carriage were international carriage under the Convention.

26. Limitation of Liability under Road Carriage

26.1 Subject to Clause 25, the Company's liability for loss of or damage to the Goods while carried by road under this Part D shall not exceed 8.33 Special Drawing Rights per kilogram of gross weight of the Goods lost or damaged, in accordance with Article 23 of the CMR Convention, unless the nature and value of the Goods were declared by the Customer and accepted in Writing by the Company against payment of an agreed surcharge; the Company may decline to accept such a declaration, including where corresponding insurance cover is not available to the Company on reasonable terms.

26.2 The Company's liability for delay in delivery under this Part D shall not exceed the road carriage charges for the relevant carriage, in accordance with Article 23(5) of the CMR Convention.

26.3 The limitations in this Clause 26 do not apply where the loss or damage results from the Company's wilful misconduct or from such default on its part as is, under the law of the court or tribunal seised of the case, considered equivalent to wilful misconduct.

26.4 Time bar: any claim against the Company arising out of road carriage under this Part D is time-barred one year from the date of delivery, or the date on which the Goods should have been delivered or, in the case of total loss, sixty days after the expiry of any agreed time-limit or, where none is agreed, sixty days from the date the Company took over the Goods, in accordance with Article 32 of the CMR Convention, in place of the period in Clause 7.2; this period is extended to three years in the case of wilful misconduct or default equivalent to wilful misconduct.

27. Documentation

27.1 Road carriage performed by the Company under this Part D shall be evidenced by a consignment note (CMR note) or equivalent transport document. The absence, irregularity or loss of that document does not affect the existence or validity of the contract of carriage, which remains subject to this Part D.

PART E — ADDITIONAL CONDITIONS WHEN THE COMPANY ACTS AS WAREHOUSE KEEPER

Applies whenever the Company provides warehousing or storage Services otherwise than in the ordinary course of transit; read together with Part A

28. Scope and Named Locations

28.1 This Part E applies where the Company provides warehousing, storage or distribution Services for the Customer's Goods otherwise than in the ordinary course of transit.

28.2 The Company provides such Services only at its own or contracted warehouse locations notified to the Customer from time to time, and the Company's liability under this Part E is limited to Goods stored at such notified locations (including loading and unloading to or from a vehicle at, or within the compound of, such a location).

29. Security and Care of Goods

29.1 The Company shall keep, or procure that, any location at which Goods are stored under this Part E is alarmed for fire and theft at all times when unattended, with the alarm linked to a monitored third-party surveillance system or to the police or fire service as applicable, and is locked with all openings secured when unattended.

29.2 The Customer shall provide the Company with full and accurate information as to the nature, value, and any special storage requirements (including temperature, humidity, or segregation requirements) of Goods placed into storage.

30. Limitation of Liability for Storage

30.1 Subject to Clause 6, which applies to this Part E save as varied below, the Company's liability for loss of or damage to Goods in storage shall not exceed the limits set out in Clause 6.3, provided that the Company's liability for duty payable as a result of loss or damage to Goods in storage (other than duty payable under bond or guarantee) shall not exceed EUR 130,000 per incident or occurrence and in the aggregate in any twelve-month period.

30.2 The Company shall not be liable for stock discrepancies or losses identified only on stock-taking or physical inventory count, in the absence of evidence of a specific identifiable incident of loss, theft or damage.

31. Storage Charges and Disposal

31.1 Storage charges accrue from the date Goods are received into store until the date of collection or delivery, and are payable by the Customer in accordance with the Company's tariff or as separately agreed.

31.2 Clause 18.3 (uncollected cargo) applies equally to Goods held in storage under this Part E.

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