

# Standard Trading Conditions for Freight Forwarding Services

These Standard Trading Conditions (“STCs”) set forth the terms and conditions under which **LOGWIN**, a company duly established and licensed in accordance with the laws and regulations of the Kingdom of Saudi Arabia, provides freight forwarding, logistics, supply chain management, and related additional services (“**Services**”) to its customers (“**Customers**”).

The objective of these STCs is to establish a clear, transparent, and consistent framework governing the rights, obligations, and responsibilities of both LOGWIN and its Customers, in alignment with internationally recognized forwarding practices as well as applicable Saudi laws and regulatory requirements. By adopting these STCs, LOGWIN aims to ensure fairness, efficiency, and legal certainty in all commercial dealings.

By requesting or accepting Services from LOGWIN, the Customer expressly acknowledges, accepts, and agrees to be bound by these STCs, which shall have full legal effect under the laws of the Kingdom of Saudi Arabia. For the avoidance of doubt, electronic acceptance in any kind shall constitute valid and binding consent.

## 1) APPLICABILITY

- A. These STCs apply to all services performed by LOGWIN for the Customer, including but not limited to freight forwarding, carriage, storage, handling, customs brokerage, and associated advisory services.
- B. These STCs prevail over any other terms proposed by the Customer unless expressly agreed in writing by LOGWIN.
- C. These STCs apply whether LOGWIN acts as agent, intermediary, or principal.

## 2) DEFINITIONS

- **LOGWIN:** LOGWIN LLC which is the party contracting with the Customer to arrange or perform freight forwarding services.
- **Customer:** Any person or entity requesting or benefiting from the services of LOGWIN.
- **Carrier:** Any party undertaking the carriage of Goods, whether by sea, land, air, or multimodal means.
- **Goods:** Any cargo, including containers, packaging, pallets, and equipment not supplied by LOGWIN.
- **Freight Forwarding Services:** Services of any kind relating to the carriage, consolidation, storage, handling, packing or distribution of the Goods as well as ancillary and advisory services in connection therewith, including but not limited to customs and fiscal matters, declaring the Goods for official purposes, procuring insurance of the Goods and collecting or procuring payment or documents relating to the Goods.
- **Dangerous Goods:** Any simple, compound, or mixed substance, or waste of any of them, whether natural or manufactured, that poses a danger to the environment or any of its elements and to the safety of living organisms due to its toxicity, flammability, explosiveness, or corrosiveness, or any solid, liquid, or gaseous materials classified as hazardous substances under the provisions of international conventions.
- **Valuables:** Cargo of exceptionally high value (e.g., precious metals, negotiable instruments, jewellery, works of art).
- **Bill of Lading:** A document issued by LOGWIN under the shipping contract, serving as proof of receipt of the goods to be transported in the stated condition for delivery to the recipient in the same condition.
- **Beneficiary:** The Customer or the recipient contracting with LOGWIN to arrange for the transportation of goods.
- **SRD:** Special Drawing Right. The SDR shall be as defined by the International Monetary Fund, and the value of an SDR in relation to any claim arising hereunder shall be calculated as the date when settlement is agreed upon or the date of any judgment.
- **Force Majeure:** means any event beyond the reasonable control of both Parties that is unforeseeable, unavoidable, and renders performance of contractual obligations impossible during its occurrence. Such events are not attributable to the fault, negligence, or breach by either Party. Examples include, but are not limited to, fire, flood, natural disasters, war, military operations, economic embargoes, changes in laws and regulations, pandemics, epidemics, and cyber-attacks. Events within the control of the Parties, their suppliers, or subcontractors are excluded.

## 3) QUOTATIONS

- A. LOGWIN may issue a quotation with a specified validity period for Customer acceptance or without a fixed period, as required by the interests of LOGWIN.
- B. If the quotation has a fixed validity period, LOGWIN will not withdraw the quotation until the expiration of that period.
- C. If the quotation is without a fixed period, LOGWIN may withdraw the quotation for any reason at any time before the Customer acceptance.

## 4) METHOD AND ROUTE OF TRANSPORTATION

- A. LOGWIN shall use reasonable skill and care in arranging or providing the Services.
- B. Unless expressly agreed otherwise in writing, LOGWIN shall have sole discretion regarding:
  1. The route and means of transport, including the selection of Carriers and intermediaries;
  2. The methods of handling, loading, unloading, and storage of the Goods;
  3. The selection of warehouses and storage facilities; and

4. All operational decisions in accordance with industry best practices and applicable Saudi transportation and logistics regulations. LOGWIN shall exercise such discretion in a commercially reasonable manner and in compliance with all applicable safety and security requirements.
- C. If Customer's instructions are unclear, incomplete, or impracticable, LOGWIN may act as it deems appropriate, at the Customer's risk and expense.

## **5) INSURANCE**

- A. The Customer has the right to insure the Goods against any loss or damage, provided that the insurance includes the value of the Goods and the risks covered by the insurance on the Goods.
- B. If the Customer requests LOGWIN to arrange insurance coverage for the Goods, such request must be made in writing. The Customer shall be required to specify the declared value of the Goods, the scope of risks to be covered, and provide all documents, information, and supporting evidence reasonably requested by LOGWIN to facilitate the insurance process. Upon receipt of the Customer's request and the necessary documentation, LOGWIN may, at its discretion, arrange the insurance on behalf of the Customer. In consideration of this service, the Customer shall pay a commission to LOGWIN, where the amount and terms of which shall be agreed upon in writing between LOGWIN and Customer.
- C. If LOGWIN undertakes to insure the Goods on behalf of the Customer, LOGWIN will take all necessary procedures to claim compensation arising from the insurance contract and to follow up on related events. This follow-up and representation shall be based on the Customer's written request.

## **6) LOGWIN LIABILITY**

### **6.1 As an Agent**

- A. Contract with a licensed Carrier for shipping, on its own behalf or through an authorized representative, to perform the transportation and all necessary procedures.
- B. Receive the Goods from the Customer on the agreed date or upon arrival, prepare them for shipping, and deliver them to the recipient.
- C. Check the shipping document for container count, quantities, markings, condition, packaging, and sealing. If unable to verify the Goods' condition, LOGWIN must note this and state the reasons/observations.
- D. Ensures that the Carrier will transport the Goods on time and is responsible for delays or non-performance. If delay or failure is caused by the Carrier, LOGWIN will hold the Carrier accountable.
- E. Provide the Carrier with all information needed for safe and efficient transport.
- F. Records details such as the type, quantity, value, origin, and scheduled transport date of the Goods.
- G. Ensure Carrier competence and inform the Customer of any incidents or difficulties during transit, including refusal to accept or pick up the Goods.
- H. Notify the Customer of any loss or damage within 14 days of receipt if caused by the Customer's fault or negligence.
- I. Maintain security and safety standards, including training records and continuation plans for staff.
- J. Insure the Goods based on the provisions of this STCs.
- K. Protect the Goods, and may repackage, repair, adjust, or take other actions at the Customer's or their representative's expense.
- L. Responsible for damages caused by delays if the Customer explicitly requested in writing delivery by a certain date, which LOGWIN approved. If no date was set, LOGWIN is liable if the delay exceeds a reasonable timeframe considering the circumstances.
- M. The Goods treated as lost, and LOGWIN is responsible for the loss, in the following cases:
  1. If the Goods do not arrive within 30 days after the agreed delivery date.
  2. After 60 days from LOGWIN receiving the Goods, with no delivery date was specified.
- N. LOGWIN is responsible for loss, damage, or delay if the incident causing it occurs while the Goods are in their custody, unless they prove no fault or negligence on their part or that of their affiliates. LOGWIN can be exempt from liability if they prove the delay, loss, or damage was caused by one of the following cases:
  1. Fault by the Customer, recipient, or their agents or representatives.
  2. Incorrect information provided by the Customer about the Goods in the shipping contract or document.
  3. Force majeure.
  4. Hidden defect in the Goods.
  5. Loss in size or weight during transport due to the nature of the Goods, such as evaporation, drying, or ripening, within acceptable limits according to standard rules.
  6. Any other cause beyond LOGWIN's or its affiliates' control that prevents them from fulfilling the shipping contract.
- O. Obtain a permit from the Carrier for railway transport when LOGWIN needs to use any railway facilities.

### **6.2 As a Principal**

- A. LOGWIN is considered the principal if they contract with a multimodal Carrier(s), and LOGWIN is responsible in their capacity as the principal from the point of receiving the Goods from the Customer until delivery to the recipient.
- B. LOGWIN is not responsible for shortages in the transported Goods within a container or similar packaging prepared and sealed by the Customer if the Goods are delivered with its sealed to the recipient in good condition and on the scheduled delivery date.

- C. Except for joint loss, LOGWIN is not responsible for damage, destruction, or delay caused by measures taken to save lives or property at sea.
- D. If the recipient or their representative does not claim the Goods within (14) days after arrival at the specified time and place in the shipping document, and has not received any other complete instructions from the authorized party to manage the Goods, LOGWIN has the right as an agent for the recipient, to do the following:
  - 1. Store the Goods anywhere appropriate.
  - 2. Unload the Goods if ULDs are used, based on the type and condition of the Goods.
- E. After 14 days of notice without pickup, LOGWIN can:
  - 1. Sell the Goods according to applicable laws.
  - 2. Seek court approval to preserve the Goods under a court guardian's supervision at the beneficiary's expense.
  - 3. Use the Goods as deemed fit within reason and circumstances.
- F. The party authorized to manage the Goods bears all costs for actions taken under points (d) and (e). If the Goods are sold, LOGWIN can deduct its fees and/or costs and other amounts owed to authorities.
- G. When exercising rights under points (d) and (e), LOGWIN is not responsible for damage or loss unless caused by its negligence or fault.

**7) LOGWIN LIABILITY EXCLUSIONS**

- A. As an Agent, LOGWIN is not liable for acts and omissions by third parties, such as, but not limited to, Carriers, warehousemen, stevedores, port authorities and other freight forwarders, unless he has failed to exercise due diligence in selecting, instructing or supervising such third parties;
- B. Valuables or Dangerous Goods unless declared as such to the Freight Forwarder at the time of the conclusion of the contract;
- C. Loss following from delay unless expressly agreed in writing;
- D. Indirect or consequential loss such as, but not limited to, loss of profit and loss of market;
- E. Loss of or damage to the Goods due to inherent defect of the Goods;
- F. Acts or omissions of Customer, its agents or any third party that the Customer employs;
- G. Improper packing or marking of the Goods, unless the Freight Forwarder is liable as principal for such services.

**8) CUSTOMER'S LIABILITY**

- A. Provide LOGWIN with all necessary shipping and transportation requirements and supply information that helps in the proper execution of the shipping and transportation contracts, including related documents and papers. Customer are responsible for insufficient, inaccurate, or misleading documents and data, and for any damages or losses resulting from these issues.
- B. Responsible for the acts and conduct of anyone the Customer authorize to perform any of their responsibilities, including subcontractors, employees, agents, or others working directly or indirectly at the request, under supervision, or control of the Customer, as if these acts and conduct were their own.
- C. Liable for any damage caused to LOGWIN if it is proven that the damage resulted from the fault, negligence, or misconduct of the Customer, its employees, or agents.
- D. Proper packaging and labeling or affixing warning tags on dangerous Goods according to regulations that indicate their dangers.
- E. Notify LOGWIN in writing of the nature of any dangerous Goods and the precautions to be taken when delivering them to LOGWIN. If the Customer fails to inform LOGWIN, the executing party, or the person acting on behalf of the carrier about the dangerous nature of the transported Goods, and LOGWIN is not aware of the danger, Customer shall be liable for any loss resulting from shipping such Goods.
- F. Prepare the Goods for transport if special preparation is required to protect them from damage or spoilage and to ensure they do not harm other persons or objects being transported with them.

**9) GOODS CONDITION**

If inspection shows that the Goods are not suitable for shipping without damage, LOGWIN shall:

- A. Refuse to execute the shipping contract after the Customer acknowledges knowing the condition of the Goods.
- B. Proceed with the shipping, and in this case, the condition of the Goods will be recorded, and the Customer must acknowledge this on the shipping document.

**10) FREIGHT FEES**

- A. Customer is responsible for paying the freight fee and related charges unless the shipping contract states otherwise.
- B. The freight fee is payable upon delivery of the Goods to the recipient unless agreed differently.
- C. If the Bill of Lading states "*Freight fees paid*" or similar wording, neither the holder nor the recipient is responsible for paying the freight fee.
- D. If the Bill of Lading states "*Freight fees under collection*" or similar wording, it means that any holder of the Bill of Lading or recipient who receives the Goods or exercises rights related to the Goods is jointly responsible with the Customer for paying the freight fee.
- E. LOGWIN has the right to hold the Goods and related documents until its dues for shipping, storage, or other costs owed by the Customer are paid.

F. LOGWIN will provide an electronic payment option to pay remotely.

**11) COMPENSATION**

LOGWIN shall not be liable for any loss of or damage to goods in an amount exceeding 8.33 SDR per kilogram of gross weight of the goods lost or damaged, or 2 SDR per kilogram in cases of delay, or any other limitation agreed herein, whichever is lower. This limitation shall apply to the extent permitted by the mandatory law of the jurisdiction in which any claim is brought. Where such mandatory law requires compensation to be calculated on the basis of the actual value of the goods, such law shall prevail.

**12) LIEN**

- A. LOGWIN shall have a lien on all Goods and any documents relating to the Goods, funds held and any other Goods in respect of which LOGWIN provides Services to the Customer, for all charges due at any time under these Conditions or otherwise.
- B. To enforce LOGWIN's lien, LOGWIN shall have the right, at the Customer's expense, to sell the aforementioned Goods, documents, and Other Goods by public auction or any other mechanism, without notice to the Customer and without any liability towards the Customer.

**13) FORCE MAJEURE**

- A. Neither Party shall be deemed in breach of its obligations under this Contract, nor shall it be liable for any delay or failure in the performance thereof, if and to the extent that such delay or failure is caused by an event of Force Majeure, provided that:
  - 1. The affected Party has taken all reasonable precautions, exercised due diligence, and implemented all practicable measures to mitigate the effects and consequences of such event; and
  - 2. Upon occurrence of a Force Majeure event, the Parties shall use all reasonable efforts to minimize the impact on the timely execution of the Works. The Second Party shall, to the fullest extent possible, seek alternative sources, resources, and solutions necessary to continue or resume the performance of its obligations, at its own cost.
- B. Force Majeure shall not excuse or justify any of the following:
  - 1. Failure by either Party to perform obligations that became due or defaulted prior to the occurrence of the Force Majeure event;
  - 2. Delays caused by acts, omissions, or default of the other Party, including poor planning, non-performance, or negligence;
  - 3. Shortages of labor, materials, or equipment, unless directly caused by a recognized Force Majeure event affecting supply chains generally;
  - 4. Delays arising from weather or sea conditions that are reasonably foreseeable or seasonally expected in the region of the services of LOGWIN;
- C. In the event of a valid Force Majeure claim that directly causes critical delay, the Contract duration may be extended only to the extent of the actual impact on the critical path of the services of LOGWIN, and such extension shall be granted solely through a formal amendment to the Contract. No additional costs, expenses, or financial compensation shall be payable to the other Party as a result of the Force Majeure event, irrespective of any increase in time or resources required to resume or complete the services.
- D. If Services are prevented, delayed, or hindered by events beyond LOGWIN's reasonable control, including force majeure, LOGWIN may:
  - 1. Suspend performance after providing written notice to the Customer detailing the nature and expected duration of the suspension, or
  - 2. Deliver the Goods to a safe location at the Customer's expense, whereupon delivery is deemed complete.

**14) NOTICES**

- A. With respect to loss or damage, any claim by the Customer shall be notified to LOGWIN in writing within fourteen (14) days from the date of delivery of the goods, or, in the case of non-delivery, within fourteen (14) days from the date on which delivery should have taken place. In the case of latent or non-apparent loss or damage, such notice shall be given within fourteen (14) days from the date on which the Customer discovered, or could reasonably have discovered, the loss or damage. Any claim not made within these time limits shall be deemed waived and absolutely barred, except where the Customer proves that it was impossible to comply and that notice was given as soon as reasonably possible.
- B. The Beneficiary shall not be entitled to claim compensation due to delay unless he provides a written notice to LOGWIN within twenty-one (21) days from the day the recipient received the Goods or the day they were informed that the Goods have been delivered.

**15) TIME BAR**

LOGWIN shall, unless otherwise expressly agreed, be discharged of all liability under these STCs unless suit is brought within 9 months after the delivery of the Goods, or the date when the Goods should have been delivered, or the date when failure to deliver the Goods would give the consignee the right to treat the Goods as lost. With respect to other loss than loss of or damage to the Goods the 9 months period should be counted from the time when the failure of LOGWIN giving right to the claim occurred.

**16) GOVERNING LAW AND JURISDICTION**

- A. Unless otherwise agreed, any dispute, claim, or legal proceedings arising out of or in connection with these STCs shall be governed by and construed in accordance with the laws and regulations of the Kingdom of Saudi Arabia.
- B. The Commercial Court in Riyadh shall have exclusive jurisdiction to settle any dispute arising from or connected with these STCs.
- C. These STCs shall apply subject to FIATA Model Rules For Freight Forwarding Services, any overriding provisions of international conventions, or mandatory rules of law applicable within the Kingdom of Saudi Arabia.