

STANDARD TRADING CONDITIONS (STC)

1 Definitions

1.1 **“Agreement”** – This Logistics Management & Execution Services Agreement together with all Annexures hereto.

1.2 **“Service Provider”** – International Maritime Aviation (“IMA”) and its associates, successors and assigns including but not limited to International Maritime Logistics JAFZA, International Maritime Transport, International Maritime Logistics Abu Dhabi, International Maritime Aviation KSA, International Maritime Aviation (Qatar) International Maritime & Shipping (IMS) (Qatar). These shall all together be addressed as IMA in this STC.

1.3 **“Core Data”** – The document detailing, inter alia, the volumes and shipment data of the Customer.

1.4 **“Customer”** – The party identified as *Customer* in the preamble to this Agreement, together with its servants, agents and authorised representatives.

1.5 **“Distributors and Dealers”** – Distributors, dealers or other purchasers of the Customer’s goods as may be authorised by the Customer from time to time.

1.6 **“Effective Date”** – The date so stated in the preamble.

1.7 **“Force Majeure”** – Any cause or event beyond a Party’s reasonable control, including (but not limited to) acts of God; breakdown or failure of plant or equipment; strikes, lock-outs or labour disputes; riot, war or embargo; fire, flood or severe weather; compliance with any governmental or port-authority order; or other events of a similar nature.

1.8 **“Goods”** – All goods of the Customer to be handled by IMA pursuant to this Agreement.

1.9 **“Insurance Cover Terms & Liabilities”** – The terms set out in Contract Rates – Annexure I.

1.10 **“NAFL STC”** – The Standard Trading Conditions of the National Association of Freight & Logistics, as amended from time to time.

1.11 **“Parties / Party”** – The Company and the Customer collectively / either of them individually.

1.12 **“Performance Targets”** – The standards and measurements specified in the Standard Operating Procedure (“SOP”) for evaluating IMA’s performance.

1.13 **“Scope of Service” / “Services”** – The services to be performed by IMA pursuant to this Agreement and consistent with Clause 2.

1.14 **“Standard Operating Procedure” (“SOP”)** – The document (if any) attached as Annexure 2 specifying operational procedures for the Services.



1.15 “**Subcontractor**” – Any third party engaged by the Company to perform all or part of the Services.

1.16 “**Term**” – The period defined in Clause 3.1.

1.17 “**Warehouse**” – The location, as approved by the Customer, where the warehousing Services are provided by IMA.

2 Term and Termination

2.1 **Commencement and Duration** – This Agreement takes effect on the Effective Date and shall remain in force for an initial period of one (1) year. Thereafter it shall automatically renew for successive one-year periods unless either Party gives the other not less than three (3) months’ written notice of its intention not to renew (the “**Term**”).

2.2 **Termination for Cause** – Either Party may terminate this Agreement with immediate effect by written notice to the other Party if:

- a. the other Party becomes subject to bankruptcy or insolvency proceedings, is placed in liquidation, or has an administrator, administrative receiver or similar officer appointed; or
- b. the other Party commits a material breach of this Agreement that adversely affects the non-breaching Party’s business and fails to remedy such breach within thirty (30) days after receipt of written notice specifying the breach.

2.3 **Termination for Convenience** – Either Party may terminate this Agreement without cause by giving ninety (90) days’ prior written notice to the other Party.

2.4 **Obligations on Early Termination** – Upon early termination:

- a. IMA shall complete all work then in progress unless the **Customer** waives completion in writing.
- b. IMA shall, at its own cost, return to the **Customer** any goods or materials remaining in its possession, custody or control.

2.5 **Surviving Provisions and Outstanding Obligations** – Termination or expiry of this Agreement shall:

- a. not relieve either Party from liability for any breach occurring prior to the termination date;
- b. not affect any provision that is expressed or by its nature intended to survive termination (including, without limitation, confidentiality, liability, and indemnity clauses); and
- c. not relieve either Party of any payment obligations that arose prior to the termination date.

5. Service Provider Obligations

5.1 Records

The Service Provider shall maintain accurate and complete records of all Goods received, stored, and dispatched—including proofs of delivery—and shall make such records available to the *Customer* or its authorised representatives during normal business hours upon reasonable request.

5.2 Duty of Care

The Service Provider shall exercise reasonable care, diligence, and skill in performing the warehousing and logistics services, following generally accepted industry practices to ensure Goods are properly handled and safeguarded against theft, damage, and deterioration.

5.3 Facilities & Force Majeure

The Service Provider shall provide secure and suitable warehouse facilities. It shall, however, be relieved of liability for loss or damage arising from events beyond its reasonable control, including—but not limited to—acts of God, strikes, labour disturbances, governmental actions, or acts or omissions of third parties not acting under the Service Provider’s authority, or of the Customer.

5.4 Personnel & SOPs

The Service Provider shall deploy sufficiently qualified personnel to deliver the agreed services within stipulated timelines and in line with any mutually approved Standard Operating Procedures (SOPs).

4.5 Liability Limits (NAFL Clause 29)

Where loss or damage is proven to be directly attributable to the Service Provider, its liability shall be limited to the lesser of:

- the value of the affected Goods; or
- AED 30 (thirty dirhams) per kilogram of the gross weight of such Goods, subject to a maximum of AED 20,000 (twenty-thousand dirhams) per package or unit, whichever is lower.

4.6 Exclusion of Consequential Loss

The Service Provider shall not be liable for indirect or consequential losses, including—but not limited to—loss of profit, loss of market, or delay-related costs.

4.7 Claims Cooperation

The Service Provider shall assist the Customer in investigating and resolving any claims, complaints, or discrepancies relating to the services. Where a service error (e.g., mis-shipment) is established as the Service Provider’s fault, compensation—within the limits stated in Clause 4.5—may be paid upon submission of satisfactory supporting evidence.

4.8 Right of Inspection

Upon at least twenty-four (24) hours' prior written notice, the Customer or its authorised representatives may access the Service Provider's storage facilities during normal business hours for inspection, provided such visit does not disrupt operations or breach safety or regulatory requirements.

4.9 Liberty as to Means, Route & Procedure

4.9.1 The Service Provider reserves a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of the Goods.

4.9.2 Where no specific route or modality is agreed in writing, the Customer accepts that the route, means and procedure chosen by the Service Provider shall be deemed the agreed route.

4.10 Service Provider's Operational and Liability Insurance Responsibilities

The **Service Provider**, in its capacity as a warehouse and logistics service provider, shall obtain and maintain throughout the term of this Agreement adequate insurance with a reputable insurer, including but not limited to:

- Property insurance covering physical loss or damage to its warehouse facilities and equipment;
- Public liability insurance for third-party injury and property damage arising out of its operations;
- Employer's liability and workmen's compensation insurance, in compliance with UAE labour law;
- Motor vehicle liability insurance, where applicable, for vehicles owned or operated by the Service Provider;
- Logistics Operators Liability Insurance covering the Service Provider's legal liability as a freight forwarder, warehousing operator, and logistics service provider for loss of or damage to third-party goods in its custody, care, or control, subject to the policy's limitations and conditions.

These insurances shall be maintained at levels consistent with industry practice and UAE legal obligations.

4.11.1 Sub-contractors

4.11.1 The Service Provider may sub-contract any part of the Services.

4.11.2 Acting as agent and trustee, the Service Provider extends to every Sub-contractor, servant and agent the same defences, indemnities and liability limits contained in these Conditions; the combined liability of all such parties shall not exceed the limits stated in Clause 4.5.

5. Customer General Obligations

5.1 Information Provision

The Customer shall supply the Service Provider, in writing and in a timely manner, with all information needed to perform the services efficiently and in accordance with applicable regulations and the SOP —such as shipment particulars, handling requirements, pickup and delivery schedules, and any regulatory documentation.

5.2 Accuracy of Declarations

All descriptions and declarations of the Goods (commodity codes, weights, volumes, values, packaging details, etc.) must be complete and accurate. The Customer bears all consequences of inaccuracy and shall indemnify the Service Provider against resulting losses, liabilities, or penalties.

5.3 Proper Packing and Marking

The Customer warrants that the Goods are properly and sufficiently packed, labelled, and marked for their nature and the agreed method of storage or transport, and will follow any reasonable packing instructions issued by the Service Provider for safety or compliance.

5.4 Dangerous, Hazardous or Restricted Goods

5.4.1 Prior Written Consent

The Customer shall not tender to the Service Provider any goods classified as dangerous, hazardous, toxic, noxious, explosive, radioactive, corrosive, flammable or otherwise restricted under the International Maritime Dangerous Goods (IMDG) Code, IATA DGR, ADR, UAE Federal Law or any other applicable regulation (collectively, “Dangerous Goods”) without the Service Provider’s prior written consent, which may be withheld in the Service Provider’s absolute discretion.

5.4.2 Accurate Declaration & Documentation

Where consent is granted, the Customer must, at least **three (3) working days** before delivery:

- (a) provide the correct UN number, class, packing group, flash-point (where relevant), Safety Data Sheet and any special handling or stowage instructions;
- (b) ensure the Goods are packed, marked, labelled and documented strictly in accordance with all governing laws and carrier requirements; and
- (c) warrant that all permits, licences and customs clearances necessary for the transport or storage of Dangerous Goods have been obtained.

5.4.3 Right of Inspection, Mitigation and Disposal

The Service Provider may open, sample, inspect, ventilate, re-pack, neutralise, render harmless, return, remove, quarantine, destroy or otherwise deal with Dangerous Goods—without liability—if it reasonably believes that:

- (a) the Customer has breached clause 5.4.2;
- (b) the Goods present an actual or potential risk to life, health, the environment, other goods or property; or
- (c) continued carriage or storage would breach any applicable regulation.

All resulting costs, losses, fines or penalties are for the Customer's account.

5.4.4 Indemnity

The Customer shall fully indemnify and hold the Service Provider (including its directors, employees, agents and subcontractors) harmless from **all losses, liabilities, penalties, clean-up expenses, legal costs and third-party claims** arising out of or in connection with:

- (a) the carriage, handling, storage or disposal of Dangerous Goods; or
- (b) any inaccuracy, omission or inadequacy in the information provided under clause 5.4.2,

except to the extent caused solely by the Service Provider's proven gross negligence or wilful misconduct.

5.4.5 Suspension of Services

If the Customer fails to comply with this clause, the Service Provider may suspend performance of the Services in respect of the relevant consignment until it receives satisfactory assurances and, where applicable, full security for any anticipated costs.

5.4.6 Continuing Obligations

The obligations and indemnities in this clause survive delivery of the Goods and/or termination of the Agreement.

5.5 General Average Obligations

The Customer shall provide security for any General Average claims and promptly fulfill all payment obligations.

5.6 Cargo Insurance

The **Customer** shall, at its own expense, obtain and maintain comprehensive "all-risks" marine cargo insurance covering the Goods:

- (a) while in transit from the point of origin (including factory, port, or other storage locations) to the **Service Provider's** designated warehouse;
- (b) during storage at the **Service Provider's** facility or any subcontracted warehouse; and
- (c) during onward transportation from the **Service Provider's** facility to the final delivery destination.

Such insurance must protect against loss, damage, theft, or deterioration of the Goods at every stage of the logistics chain.

The **Service Provider** has no obligation to arrange insurance for the Customer unless the Customer requests this in writing. If so requested, the Service Provider acts solely as the Customer's agent, and the Customer accepts that the Service Provider will not be liable for any omission, delay, or inadequacy in the insurance obtained, save for loss arising from the Service Provider's proven gross negligence or wilful misconduct.

Upon request, the Customer shall promptly provide the Service Provider with evidence of insurance—including policy schedules, certificates of insurance, and proof of premium payment. Failure by the Customer to maintain such insurance or furnish evidence thereof shall not increase the Service Provider's liability beyond the limits set elsewhere in this Agreement.

5.7 Absence of Insurance and Letter of Indemnity (LOI)

If the Customer elects not to insure its goods during transit or storage, it does so entirely at its own risk and bears full responsibility for any resulting loss or damage. In such cases, the Customer shall provide the Service Provider with a duly signed LOI that:

- Confirms the Customer waives any right to claim against the Service Provider or its insurers for loss or damage that would ordinarily be covered by cargo insurance, except where caused by the Service Provider's proven negligence; and
- Acknowledges that, even where the Service Provider is found liable, such liability is limited to:
 - the value of the goods lost or damaged; or
 - AED 30 per kilogram of the goods' gross weight, subject to a maximum of AED 20,000 per package or unit, whichever is less.

The Customer shall further indemnify and hold the Service Provider harmless from any third-party claims or liabilities arising out of uninsured exposures, including legal costs and related expenses.

5.8 Indemnity

The **Customer** shall fully indemnify and hold harmless the **Service Provider**, together with its directors, employees, agents, and subcontractors, from and against any and all claims, demands, losses, damages, liabilities, penalties, duties, taxes, costs, and expenses (including legal fees) arising out of or in connection with:

- (a) any inaccuracy or insufficiency in the description, declaration, or particulars of the Goods;
- (b) any breach by the Customer of the warranties set out in this Agreement;
- (c) any failure by the Customer to arrange or maintain appropriate insurance coverage as required herein;
- (d) any non-compliance with applicable laws, regulations, or governmental requirements relating to the Goods or their transportation, storage, or handling;



- (e) any liability incurred by the Service Provider as a consequence of acting upon the Customer's instructions.

(f) Any claims of a General Average nature made against the Service Provider.

This indemnity applies whether or not such claims arise from the Customer's negligence and shall survive the termination of this Agreement.

5.9 Warehouse Approval

The Customer acknowledges that it has inspected and approved the warehouse facility operated by the **Service Provider** and confirms that the premises are fit for the intended storage of its Goods.

6 Information Technology Cooperation

The Customer shall take all commercially reasonable information-technology measures necessary to enable the Service Provider to perform the Services. Each Party shall ensure that any computer systems it deploys in connection with the Services are protected by up-to-date antivirus software and shall use such software to prevent the transmission of viruses or other malicious code to the other Party's or its subcontractors' systems.

8 Additional Obligations

8.1 Contact Persons – Each Party shall designate a single point of contact for day-to-day coordination, problem resolution and feedback under this Agreement. Any change of the designated contact shall be notified to the other Party in writing.

9 Title to Goods, Lien, Remuneration and Disposal of Goods

9.1 Title and Control – Title to all Goods in the possession or under the control of the Service Provider shall at all times remain with the Customer. The Service Provider shall not

pledge, encumber, transfer or otherwise dispose of the Goods except on the Customer's prior written instructions.

9.2 General Lien – Consistent with Clause 10 of the NAFL Standard Trading Conditions, the Service Provider has a general lien on all Goods and documents in its possession, custody or control for all sums due from the Customer, including freight, storage and any other charges. The Service Provider may retain such Goods and documents until all outstanding amounts have been paid in full.

9.3 Customary Remuneration – The Service Provider is entitled to retain and receive all brokerages, commissions, allowances and other customary remunerations normally earned by freight-forwarders and logistics providers in the ordinary course of trade.

9.4 Failure or Refusal to Take Delivery; Uncollected or Perishable Goods

9.4.1 Storage at Customer's Risk

If the Customer, consignee or Owner fails or refuses to take delivery of the Goods when reasonably required, the Service Provider may remove and store them—indoors or outdoors—as it thinks fit. From the moment of storage all risk (including deterioration, loss, theft or damage) and all costs of storage, handling, insurance and administration shall be for the Customer's account, and the Service Provider's liability for those Goods shall cease.

9.4.2 Perishable or Deteriorating Goods: Right to Dispose, Destroy or Sell

(a) Immediate Action — Safety / Spoilage

Where Goods are of a perishable, temperature-sensitive, hazardous or otherwise rapidly depreciating nature and, in the Service Provider's reasonable opinion, their continued storage or carriage would (i) create a health, safety or environmental risk, or (ii) lead to material diminution in value, the Service Provider may, **without court order and without liability**, take any measures it reasonably considers appropriate—including ventilation, re-packaging, salvage sale, donation, destruction or disposal—at the Customer's sole cost and risk.

(b) Lien-Sale Procedure for Perishables Uncollected within a Reasonable Time

If perishable Goods are merely uncollected but not yet dangerous, the Service Provider shall give the Customer **not less than 48 hours' written notice** (by e-mail or other rapid means) of its intention to sell, donate or otherwise dispose of the Goods. If the Goods are not collected and all outstanding sums (including storage and notice costs) paid within that notice period, the Service Provider may proceed to realise the Goods by public auction, private treaty or any other commercially reasonable method.

9.4.3 Sale of Non-perishable Goods

For Goods that are not perishable, the Service Provider may, after **seven (7) calendar days'** prior written notice to the Customer, sell or otherwise dispose of the Goods in accordance with UAE Civil Code Articles 410 et seq. and NAFL STC cl. 12(a), provided the Goods have remained uncollected for at least **twenty-one (21) calendar days**.

9.4.4 Application of Proceeds and Accounting

The Service Provider may apply the gross proceeds of any sale or disposal in the following order:

1. **all costs, charges and expenses** incurred in respect of the Goods (including carriage, storage, handling, disposal, legal and administrative costs);
2. all **sums secured by the general lien** under Clause 9.2 (freight, duties, taxes, insurance premiums, contractual or statutory charges, interest, etc.); and
3. any **balance** shall be held for the Customer or Owner for a period of six (6) months. Thereafter, if unclaimed, the balance may be applied or forfeited as permitted by applicable law.

The Customer shall remain liable for any shortfall between the net sale proceeds and the amounts due.

9.4.5 Indemnity and Release

The Customer shall **indemnify and hold the Service Provider harmless** from all liabilities, costs, fines, penalties and expenses arising out of the storage, handling, sale, donation, destruction or disposal of Goods under this Clause 9.4, except to the extent caused solely by the Service Provider's proven gross negligence or wilful misconduct. Once Goods are sold, donated or destroyed in compliance with this clause, **no claim shall lie** against the Service Provider, its employees or subcontractors in respect of the Goods or their value.

9.4.6 Survival

The rights, indemnities and limitations in this Clause 9.4 survive delivery of the Goods and/or termination of the Agreement.

10 Payment of Sums Due

10.1 Immediate Payment – In line with Clauses 23(a) and 24 of the NAFL STC, the Customer shall pay every sum due to the Service Provider immediately when due, without deduction, deferment, set-off or counterclaim.

10.2 Interest on Overdue Amounts – Any amount unpaid after the due date shall accrue interest at two (2) percentage points above the UAE Central Bank Base Rate from the due date until actual payment.

10.3 Responsibility for Third-Party Charges – Where the Service Provider has accepted instructions to collect freight, duties, taxes or other charges from a third party, the Customer remains liable for such sums if the third party fails to pay upon first demand.

11 Working Hours and Overtime

11.1 Standard Working Hours – The Service Provider's normal working hours are 08:30 to 17:30 (UTC+04:00), Monday through Saturday, excluding UAE public holidays.

11.2 Overtime Charges

11.2.1 Services performed outside the standard working hours at the Customer's request shall attract overtime charges at the Service Provider's prevailing rates, notified to the Customer in advance where practicable.

11.2.2 No overtime charges shall apply where out-of-hours services are necessitated by the Service Provider's own operational requirements or delays.

12 Application of Conditions

12.1 **General Applicability** – All Services are supplied subject to these Standard Trading Conditions unless otherwise agreed in writing by a duly authorised officer of the Service Provider.

12.2 **Mandatory Law** – Mandatory legal provisions shall prevail over these Conditions to the extent required, without affecting the validity of the remaining provisions.

12.3 **Authority to Amend** – No servant or agent of the Service Provider has authority to waive or vary these Conditions unless such waiver or variation is in writing and signed by an authorised officer of the Service Provider.

12.4 **Conflict of Terms** – In the event of conflict between these Conditions and any quotation or other document, these Conditions shall prevail.

13 NAFL Standard Trading Conditions

13.1 **Applicability** – The Parties agree that the NAFL Standard Trading Conditions govern the Services, including all liability and limitation provisions.

13.2 **Precedence** – If any conflict arises between these Conditions and the NAFL STC, the NAFL STC shall prevail where it places the Customer in a more favourable position.

13.3 **Acknowledgement** – By entering into this Agreement, the Customer acknowledges having reviewed and accepted the NAFL STC, copies of which are available on request.

14 Governing Law and Jurisdiction

14.1 **Governing Law** – These Conditions are governed by and construed in accordance with the laws of the United Arab Emirates. However if the contracting IMA entity is registered in KSA or Qatar, then in accordance with the laws of the respective country as applicable.

14.2 **Jurisdiction** – Any dispute not resolved amicably shall be submitted to the exclusive jurisdiction of the UAE courts or, if mutually agreed, addressed through conciliation at the

Dubai Chamber of Commerce & Industry. However, if the contracting IMA entity is registered in KSA or Qatar, then the jurisdiction of the respective country as applicable and arbitration of equivalent local chamber of commerce

15 Miscellaneous

15.1 **Entire Agreement** – These Conditions constitute the entire agreement between the Parties and supersede all prior understandings relating to their subject matter.

15.2 **Amendments** – No amendment is effective unless in writing and signed by authorised representatives of both Parties.

15.3 **Severability** – If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force, and the Parties shall negotiate a valid replacement provision that achieves, as closely as possible, the intent of the original.

15.4 **Waiver** – Failure or delay in enforcing any provision shall not constitute a waiver. A waiver of any breach shall not operate as a waiver of any subsequent breach.

16 Data Protection and Privacy

16.1 The Service Provider shall comply with UAE Federal Law No. 45 of 2021 on Personal Data Protection, ensuring confidentiality, security and lawful processing of personal data.

16.2 The Customer consents to the processing of its personal data for the purposes of providing the Services. The Service Provider shall implement reasonable technical and organisational measures to protect such data.

17 Electronic Transactions and Documentation

17.1 **Electronic Communications** – All transactions, communications and documentation under this Agreement may be conducted electronically in accordance with UAE Federal Law No. 1 of 2006 on Electronic Transactions and Commerce.

17.2 **Electronic Signatures** – Electronic signatures shall have the same legal effect as handwritten signatures for all purposes under this Agreement.

18 Force Majeure

18.1 Definition – For the purposes of this Agreement, a "**Force Majeure Event**" means any circumstance beyond the reasonable control of a Party, including but not limited to acts of God, war, riot, civil commotion, terrorist act, pandemic, strikes or other labour disputes, embargo, fire, flood, natural disaster, or governmental order.

18.2 Relief from Liability – Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by a Force Majeure Event, provided that the affected Party notifies the other Party in writing within three (3) business days of becoming aware of the Force Majeure Event and uses commercially reasonable efforts to mitigate its effects.

18.3 Prolonged Force Majeure – If a Force Majeure Event continues for a period of thirty (30) consecutive days, either Party may terminate this Agreement by giving five (5) days' written notice to the other Party.

18.4 Outstanding Obligations – Termination pursuant to Clause 8.3 shall be without prejudice to any rights or obligations accrued prior to the termination date, including payment obligations and liabilities for breach of contract.

19. Sanctions, Export-Control & Anti-corruption Compliance

19.1 The Customer warrants that neither it, the Owner nor the transaction is subject to sanctions or designated-party restrictions administered by the United Nations, the UAE, the EU, OFAC, HM Treasury or any other competent authority.

19.2 The Customer shall provide all information and documentation necessary for the Service Provider to comply with applicable customs, trade-control and anti-corruption laws; failure to do so shall authorise the Service Provider to suspend or terminate any service without liability.

19.3 The Customer shall indemnify the Service Provider against any loss or liability arising from breach of this clause.

20 Notice of Loss or Damage & Time-Bars

20.1 Apparent Loss or Damage – If the Customer or its consignee receives Goods in visibly damaged or deficient condition, the damage must be recorded in writing on the delivery receipt at the time of delivery; failure to do so releases the Service Provider from all liability for such damage.

20.2 Latent (Hidden) Loss or Damage

20.2.1 UAE domestic carriage – Written notice giving full particulars must reach the Service Provider within **seventy-two (72) hours** after delivery (Federal Decree-Law No. 50 of 2022, art. 315).

20.2.2 All other services – Written notice must reach the Service Provider within **fourteen (14) calendar days** after the Goods are delivered or should have been delivered, whichever is earlier.

20.3 Time-Bar for Legal Proceedings

20.3.1 UAE domestic carriage – Any court or arbitration proceedings must be commenced and validly served within **thirty (30) days** after the date of delivery or the date delivery should have occurred.

20.3.2 All other services – Proceedings must be commenced and validly served within **nine (9) months** after the date of delivery or the date the Goods should have been delivered.

20.4 Mandatory Conventions and Statutes – Where a compulsory law or international convention prescribes a shorter notice or limitation period, that shorter period prevails.

20.5 Proof – If any statute or convention requires a formal survey or official report to prove the Goods' condition, the Customer must obtain—and pay for—that independent survey or authority report.

20.6 The Service Provider's co-operation, correspondence, or silence shall **not** be construed as a waiver of any defence, liability limit, notice requirement, or time-bar set out in this