

FORCE MAJEURE & STANDARD TRADING CONDITIONS

1. FORCE MAJEURE

1.1 General Principle

1.1.1. Neither Albatross Logistics Private Limited nor the intermediary **arranging carriage with vessel operators and other service providers** shall be liable for any loss, damage, delay, failure, interruption, non-performance, partial performance, or breach of any obligation arising directly or indirectly from a Force Majeure Event.

1.1.2. Albatross Logistics Private Limited and the Intermediary's obligations shall be suspended for the duration of the Force Majeure Event and for any reasonable period required to restore normal operations.

1.1.3. No Force Majeure Event shall constitute a default by the Albatross Logistics Private Limited or a Carrier / Customer / freight forwarder / NVOCC / intermediary arranging carriage with vessel operators and other service providers under any Service Agreement, Credit Arrangement, House Bill of Lading, Booking Confirmation, Shipping Instruction, Quotation, Tariff, or other contractual document.

1.2 Definition of Force Majeure Event

1.2.1. A "Force Majeure" means an event/circumstance (FM Event) that **prevents** a party (Affected Party) from performing one or more obligations, **provided the Affected Party proves:**

- Existence of the FM Event.
- It is beyond reasonable control.
- It could not reasonably have been foreseen at contract conclusion.
- Its effects could not reasonably have been avoided or overcome.

1.2.2. Force Majeure Events shall include, but not be limited to:

(a) Natural Events: -

- Earthquakes
- Hurricanes
- Cyclones
- Typhoons
- Tsunamis
- Floods
- Storms
- Droughts
- Landslides
- Volcanic eruptions

- Lightning
- Other Acts of God

(b) Public Health Events: -

- Epidemics
- Pandemics
- COVID-19 or any mutation thereof
- Public health emergencies
- Quarantines
- Disease outbreaks
- Health related governmental restrictions

(c) Political and Security Events

- War
- Civil war
- Armed conflict
- Military action
- Terrorism
- Piracy
- Hostilities
- Riots

- Civil commotion
- Sabotage
- Insurrection
- Revolution

(d) Governmental Actions

- Import restrictions
- Export restrictions
- Trade sanctions
- Embargoes
- Customs holds
- Port State actions
- Detentions
- Regulatory changes
- Government directives
- Lockdowns
- Curfews
- Emergency declarations

(e) Logistics and Transport Disruptions

- Port congestion
- Port closure
- Terminal closure
- Berth unavailability
- Vessel omission
- Blank sailing
- Vessel breakdown
- Canal blockage
- Navigational restrictions
- Inland transport disruptions
- Airspace restrictions
- Railway disruptions

(f) Labor and Workforce Issues

- Strikes
- Lockouts
- Work stoppages
- Labor shortages
- Industrial action
- Slowdowns

(g) Infrastructure and Technology Failures

- Cyber attacks
- Ransom ware attacks
- Telecommunications failures
- System outages
- Power failures
- Utility interruptions
- Data centre failures
- Critical infrastructure disruptions

(h) Equipment and Capacity Shortages

- Container shortages
- Chassis shortages
- Equipment imbalances
- Truck shortages
- Vessel space constraints
- Warehouse capacity limitations
- Fuel shortages

(i) Third Party Failures

- Failures of vessel operators
- Terminal operators
- Port authorities
- Customs authorities
- Inland carriers
- Rail operators
- Feeder operators
- Airlines
- Subcontractors
- Service providers

(j) Similar Occurrences

Any other event, circumstance, or occurrence beyond the reasonable control of the Carrier having a similar effect on operational performance.

2. SCHEDULES, TRANSIT TIMES AND DELIVERY ESTIMATES

2.1 **No Guaranteed Schedule**

2.1.1. Albatross Logistics Private Limited or the ***Carrier / Freight Forwarder / NVOCC / intermediary*** arranging carriage with vessel operators and other service providers does not guarantee any:

- Vessel departure date;
- Vessel arrival date;
- Transit time;
- Delivery date;
- Estimated Time of Arrival (ETA);
- Estimated Time of Departure (ETD);
- Connection schedule;
- Transshipment schedule;
- Customs clearance timeline;
- Inland transportation timeline.

2.1.2. All schedules, transit times, routing information, quotations, sailing schedules, and operational forecasts are estimates only.

2.1.3. Such estimates are provided solely for informational purposes and shall not constitute warranties, guarantees, contractual commitments, or conditions precedent.

2.1.4. All schedules remain subject to:

- Force Majeure Events;
- Operational constraints;
- Vessel availability;
- Equipment availability;
- Port conditions;
- Customs actions;
- Governmental interventions;
- Security requirements;
- Carrier network adjustments;
- Third-party service provider performance.

3. EXTENSION OF OPERATIONAL TIMELINES

3.1 **Automatic Extension**

3.1.1. Where a Force Majeure Event affects any service, activity, contingency, milestone, obligation, or operational requirement under any agreement between Albatross Logistics Private Limited or the Carrier, Customer, Intermediary arranging carriage with vessel operators and other service providers **all applicable deadlines shall automatically be extended.**

3.1.2. Such extensions shall continue until the Force Majeure Event ceases and operations can reasonably resume.

3.1.3. Albatross Logistics Private Limited or the Carrier / Customer / Intermediary arranging carriage with vessel operators and other service providers / NVOCC/ Freight Forwarder shall not be required to perform any obligation while the Force Majeure Event continues to materially affect performance.

4. ALTERNATIVE PERFORMANCE RIGHTS

4.1 **Carrier Discretion**

4.1.1. In the event of a Force Majeure Event, Albatross Logistics Private Limited or the Carrier / Customer / Intermediary arranging carriage with vessel operators and other service providers / NVOCC / Freight Forwarder **may, at its sole discretion and without prior approval from the Customer:**

- (a) Change the routing of cargo.
- (b) Change the mode of transport.
- (c) Use substitute vessels, aircraft, trucks, rail services, or feeder services.
- (d) Divert cargo to alternative ports, terminals, warehouses, depots, or inland container depots.
- (e) Discharge cargo at an intermediate location.
- (f) Store cargo pending further transportation.
- (g) Suspend services temporarily.

(h) Cancel bookings where performance becomes impossible or commercially impracticable.

4.1.2. Any action taken by Albatross Logistics Private Limited or the Carrier / Customer / Intermediary arranging carriage with vessel operators and other service providers / NVOCC / Freight Forwarder under this clause **shall be deemed proper contractual performance and shall not constitute a breach of contract.**

5. DEMURRAGE, DETENTION, STORAGE AND EXTRAORDINARY COSTS

5.1 **Customer Liability**

5.1.1. All additional costs incurred as a consequence of a Force Majeure Event shall remain for the Customer's account or payment obligations for freight and agreed charges shall continue unless directly prevented by the Force Majeure Event.

5.1.2. Such costs may include but are not limited to:

- Demurrage;
- Detention;
- Storage charges;
- Terminal handling charges;
- Wharfage;
- Port charges;

- Customs examination charges;
- Container repositioning costs;
- Security surcharges;
- Congestion surcharges;
- Emergency handling fees;
- Diversion expenses;
- Additional freight;
- Additional insurance premiums;
- Governmental charges and penalties.
- Reasonable or documented additional charges.

5.1.3. Albatross Logistics Private Limited shall have a lien over cargo and related documents until full payment is received.

5.1.4. Any such charges shall continue to accrue in accordance with applicable tariffs and carrier terms, notwithstanding any Force Majeure Event, unless expressly waived by the relevant service provider.

6. LIMITATION OF LIABILITY FOR DELAY

6.1 **Exclusion of Delay Claims**

6.1.1. Albatross Logistics Private Limited shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages resulting from:

- Delay in shipment;

- Delay in delivery;
- Missed sailings;
- Missed transshipments;
- Missed connections;
- Port congestion;
- Customs delays;
- Government inspections;
- Force Majeure Events.

6.1.2. Albatross Logistics Private Limited specifically excludes liability for:

- Loss of profit;
- Loss of revenue;
- Loss of contracts;
- Loss of business opportunities;
- Production interruptions;
- Supply chain disruptions;
- Market losses;
- Reputational damages.

7. PROLONGED FORCE MAJEURE

7.1 **Termination Rights**

7.1.1. Where a Force Majeure Event continues for thirty (30) consecutive days or longer, Albatross Logistics Private Limited or the Carrier / Customer / Intermediary arranging carriage with vessel operators and other service providers / NVOCC / Freight Forwarder may:

- (a) Suspend performance indefinitely.
- (b) Cancel bookings.
- (c) Terminate affected services.
- (d) Close shipment files.
- (e) Dispose of cargo in accordance with applicable law where storage becomes impractical or impossible

7.1.2. Termination shall not relieve the Customer of obligations to pay freight, charges, expenses, costs, duties, taxes, penalties, demurrage, detention, storage, or any sums accrued before termination or termination is allowed only where performance has become impossible, unlawful, or radically different from that contemplated at the time of contracting.

7.1.3. Any disposal of cargo will follow applicable law and, where practicable, prior notice to the Customer.

8. FORCE MAJEURE AFFECTING SUBCONTRACTORS

8.1 **Extension to Third Parties**

8.1.1. Any Force Majeure Event affecting:

- Ocean carriers;
- Vessel owners;
- Feeder operators;
- Inland carriers;
- Port authorities;
- Terminal operators;
- Customs brokers;
- Warehousing providers;
- Rail operators;
- Airlines;
- Logistics partners;
- Agents;
- Contractors;

***Shall automatically be deemed a Force Majeure Event affecting
Albatross Logistics Private Limited***

9. NOTICE, MITIGATION AND CO-OPERATION OF FORCE MAJEURE

9.1 Notification

9.1.1. *Albatross Logistics Private Limited shall* notify the Customer **promptly and without undue delay**, and in any event **within a reasonable time** after becoming aware of a Force Majeure Event that materially affects the performance of any service.

9.1.2. Such notice shall, where reasonably practicable, include:

- (a) The nature of the Force Majeure Event;
- (b) The expected impact on performance;
- (c) The anticipated duration; and
- (d) Any immediate actions taken by the Carrier.

9.1.3. Failure to provide notice within the above time frame shall **not** invalidate *Albatross Logistics Private Limited's* rights, defenses, exemptions, or protections under this Agreement, provided that the Carrier gives notice as soon as reasonably practicable thereafter.

9.2 Duty to Mitigate

9.2.1. The Carrier shall take **commercially reasonable steps** to mitigate, avoid, or overcome the effects of the Force Majeure Event, to the extent such efforts do not result in unreasonable cost, burden, or deviation from standard operations.

9.2.2. Mitigation efforts may include, but are not limited to:

- (a) Seeking alternative routing or modes of transport;
- (b) Coordinating with the ***Albatross Logistics Private Limited*** or Carrier/Customer/Intermediary arranging carriage with vessel operators and other service providers/NVOCC/ Freight Forwarder subcontractors and service providers;
- (c) Implementing temporary operational adjustments;
- (d) Safeguarding cargo to the extent reasonably possible.

9.3 **Cooperation and Good Faith**

9.3.1. The Carrier and the Customer shall **cooperate in good faith** to minimize the operational and commercial impact of the Force Majeure Event.

9.3.2. ***Albatross Logistics Private Limited*** and the Carrier / Customer / Intermediary arranging carriage with vessel operators and other service providers / NVOCC / Freight Forwarder subcontractors and service providers shall provide timely instructions, documentation, approvals, or alternative arrangements reasonably required to facilitate mitigation or continuation of services.

9.3.3. Nothing in this clause shall require ***Albatross Logistics Private Limited*** to incur unreasonable cost, assume additional liability, or deviate from its standard commercial practices.

10. PRESERVATION OF CARRIER RIGHTS

10.1 **Applicable Laws and Conventions**

10.1.1. Nothing contained in this Force Majeure Clause shall limit, waive, reduce, or prejudice any rights, defenses, immunities, exemptions, limitations of liability, or protections available to Albatross Logistics Private Limited under:

- UAE Maritime Law;
- Applicable Commercial Laws;
- Hague Rules;
- Hague-Visby Rules;
- Hamburg Rules;
- Rotterdam Rules (where applicable);
- Carriage of Goods by Sea legislation;
- House Bill of Lading Conditions;
- Sea Waybill Conditions;
- Tariffs and Service Contracts;
- Applicable International Conventions;
- Any mandatory law having jurisdiction over the carriage.
- BIMCO Standard Rules and Force Majeure Clause 2022.
- IATA and FMC Rules
- MTO Rules

10.1.2. Where any provision of this clause conflicts with mandatory law, such provision shall be modified only to the extent necessary to comply with such law while preserving the maximum protection available to Albatross Logistics Private Limited

11. APPLICATION ACROSS SERVICES

11.1. This Force Majeure Clause shall apply to all services performed by Albatross Logistics Private Limited, including but not limited to:

- a. NVOCC operations;
- b. Ocean freight forwarding;
- c. Air freight forwarding;
- d. Multimodal transportation;
- e. Inland transportation;
- f. Customs brokerage coordination;
- g. Warehousing and storage;
- h. Cargo consolidation;
- i. Cargo deconsolidation;
- j. Project cargo logistics;
- k. Supply chain management services;
- l. Documentation and compliance services.

11.2. This clause shall survive completion, termination, cancellation, expiration, suspension, or closure of any shipment, booking, service order, credit arrangement, or commercial relationship with Albatross Logistics Private Limited

12. **BIMCO Force Majeure Clause 2022**

PHILOSOPHY OF THE CLAUSE: IN A FORCE MAJEURE SITUATION, THE PARTIES SHOULD COMMUNICATE AND COOPERATE IN GOOD FAITH TO HANDLE THE SITUATION TOGETHER. TERMINATION SHOULD ONLY BE A LAST RESORT.

12.1. **FORCE MAJEURE**

12.2. General Principle

12.2.1. Neither the **Forwarder** (as intermediary/freight forwarder/NVOCC) nor the Customer shall be liable for any loss, damage, delay, failure, interruption, non-performance, or breach of obligations to the extent arising directly from a Force Majeure Event, subject to the provisions below.

12.2.2. The Forwarder's obligations shall be suspended for the duration of the Force Majeure Event and for any reasonable period required to restore normal operations, to the extent affected.

12.2.3. No Force Majeure Event shall constitute a default by the Forwarder under any agreement, provided the requirements of this clause are met.

12.3 Definitions

Force Majeure means the occurrence of a Force Majeure Event that prevents the Affected Party (the Forwarder or Customer) from performing one or more of its contractual obligations, **provided that the Affected Party proves:**

- (i) the existence of the Force Majeure Event;
- (ii) that it is beyond its reasonable control;
- (iii) that it could not reasonably have been foreseen at the time of conclusion of the contract/booking; and
- (iv) that its effects could not reasonably have been avoided or overcome through reasonable endeavors.

Force Majeure Event includes, but is not limited to, the following (non-exhaustive):

(a) **Natural Events:** Earthquakes, hurricanes, cyclones, typhoons, tsunamis, floods, storms, droughts, landslides, volcanic eruptions, lightning, or other acts of God.

(b) **Public Health Events:** Epidemics, pandemics (including COVID-19 or mutations), public health emergencies, quarantines, disease outbreaks, or health-related governmental restrictions.

(c) **Political and Security Events:** War, civil war, armed conflict, military action, terrorism, piracy, hostilities, riots, civil commotion, sabotage, insurrection, or revolution.

(d) **Governmental Actions:** Import/export restrictions, trade sanctions, embargoes, customs hold, port state actions, detentions, regulatory

changes, government directives, lockdowns, curfews, or emergency declarations.

(e) **Logistics and Transport Disruptions:** Port/terminal congestion or closure, berth unavailability, vessel omission, blank sailing, vessel breakdown, canal blockage (e.g., Suez), navigational restrictions, inland/air/rail disruptions, or airspace restrictions.

(f) **Labor and Workforce Issues:** Strikes, lockouts, work stoppages, labor shortages, industrial action, or slowdowns (except those limited to the Affected Party's own employees/subcontractors).

(g) **Infrastructure and Technology Failures:** Cyber-attacks, ransom ware, telecommunications failures, system outages, power failures, utility interruptions, and data center failures, or critical infrastructure disruptions.

(h) **Equipment and Capacity Shortages:** Container/chassis shortages, equipment imbalances, truck shortages, vessel space constraints, warehouse limitations, or fuel shortages.

(i) **Third Party / Subcontractor Failures:** Failures by ocean carriers, vessel operators, terminal/port authorities, customs, inland carriers, rail operators, feeders, airlines, or other subcontractors/service providers (deemed a Force Majeure Event for the Forwarder to the extent invoked upstream).

(j) **Similar Occurrences:** Any other similar event or circumstance beyond reasonable control (ejusdem generis), unless caused by the negligence of the Affected Party.

12.4 Notices and Mitigation

12.4.1. The Affected Party shall give **written notice without delay** (or as soon as reasonably practicable) identifying the Force Majeure Event, its anticipated effects, and how the definition requirements are met.

12.4.2. The Affected Party shall exercise **reasonable endeavors** to mitigate the effects, continue performing unaffected obligations, and regularly share relevant information/documentation.

12.4.3. Notice shall also be given when the Force Majeure Event ceases.

Failure to notify promptly limits protection to the period after valid notice. Failure to mitigate may reduce or remove protections.

12.5 Cooperation

The parties shall **cooperate in good faith** to minimize the effects of the Force Majeure Event and discuss alternative methods of performance.

12.6 SCHEDULES, TRANSIT TIMES AND DELIVERY ESTIMATES

12.6.1. The Forwarder does not guarantee any vessel departure/arrival dates, transit times, ETAs/ETDs, delivery dates, connection/transshipment schedules, customs clearance, or inland

timelines. All such information estimates only and provided for informational purposes without constituting warranties or guarantees.

12.6.2. All schedules remain subject to Force Majeure Events, operational constraints, carrier decisions, and third-party performance.

12.7 EXTENSION OF OPERATIONAL TIMELINES

12.7.1. Applicable deadlines, milestones, or obligations shall be automatically extended for the duration of the Force Majeure Event plus a reasonable resumption period.

12.7.2. The Forwarder shall not be required to perform affected obligations while the Force Majeure Event materially prevents performance.

12.8 ALTERNATIVE PERFORMANCE RIGHTS

12.8.1. To the extent permitted by upstream carriers and without prior Customer approval (but with reasonable notice where practicable), the Forwarder may, at its discretion:

- (a) Change routing or mode of transport;
- (b) Use substitute vessels, aircraft, trucks, rail, or feeders;
- (c) Divert cargo to alternative ports/terminals/warehouses;
- (d) Discharge/store cargo at intermediate locations;

(e) Suspend services temporarily or cancel bookings if performance becomes impossible or commercially impracticable.

12.8.2. Such actions shall constitute proper performance and not a breach, to the extent they align with actual carrier actions or standard industry practice.

12.9 DEMURRAGE, DETENTION, STORAGE AND EXTRAORDINARY COSTS

12.9.1. All additional costs incurred as a direct consequence of a Force Majeure Event (including but not limited to demurrage, detention, storage, terminal handling, port charges, repositioning, diversion, additional freight, insurance, or governmental penalties) shall be for the Customer's account. The Forwarder shall pass through actual costs from upstream providers with reasonable transparency.

12.9.2. The Forwarder shall have a lien over cargo and documents until full payment of all due amounts.

12.10 LIMITATION OF LIABILITY FOR DELAY

12.10.1. The Forwarder shall not be liable for any direct, indirect, consequential, or other damages (including loss of profit, revenue, contracts, business opportunities, production interruptions, supply chain disruptions, or reputational damage) arising from delay, missed sailings/connections, port congestion, customs delays, or Force Majeure Events, to the extent permitted by law and FIATA Model Rules.

12.11 PROLONGED FORCE MAJEURE

12.11.1. If a Force Majeure Event substantially affects performance of the contract/shipment as a whole for more than [30] consecutive days (or such other period as agreed), either party may terminate the affected shipment(s) upon written notice.

12.11.2. Termination discharges future obligations only. The Customer remains liable for all accrued freight, charges, costs, demurrage, etc. The Forwarder shall perform any still-possible obligations and account for unearned amounts.

12.12 FORCE MAJEURE AFFECTING SUBCONTRACTORS

Any Force Majeure Event affecting ocean carriers, vessel operators, terminals, ports, customs, inland carriers, or other subcontractors shall automatically be deemed a Force Majeure Event affecting the Forwarder to the corresponding extent.

12.13 PRESERVATION OF RIGHTS

12.13.1. Nothing in this clause limits, waives, or prejudices any rights, defences, immunities, limitations of liability, or protections available to the Forwarder under:

- Applicable laws (UAE Maritime Law, Indian laws, etc.);
- International conventions (Hague/Hague-Visby/Hamburg/Rotterdam Rules, etc.);
- FIATA Model Rules for Freight Forwarding Services;
- House Bill of Lading terms, tariffs, or service contracts;
- Any mandatory law.

In case of conflict with mandatory law, the clause shall be modified only to the minimum extent necessary while preserving maximum protection.

12.14 APPLICATION AND SURVIVAL

This clause applies to all services (NVOCC, ocean/air/multimodal forwarding, customs brokerage, warehousing, etc.) and survives termination, completion, or expiry of any shipment or relationship.

APPENDIX-A

1. PRESERVATION OF CARRIER RIGHTS

1.1 Applicable Laws, Maritime Laws and International Conventions

1.1.1. Nothing contained in this Agreement, the House Bill of Lading, Booking Confirmation, Credit Agreement, Service Contract, Standard Trading Conditions, Freight Quotation, or any related document shall limit, waive, reduce, prejudice, or adversely affect any rights, immunities, defences, protections, exemptions, liens, limitation rights, or remedies available to the Carrier under:

A. United Arab Emirates Laws: -

- a. Federal Decree-Law No. 43 of 2023 Concerning the Maritime Commercial Law of the UAE;
 - b. UAE Commercial Transactions Law;
 - c. UAE Civil Transactions Law;
 - d. UAE Federal Customs Legislation;
 - e. Any applicable UAE transport, logistics, customs, port, or commercial regulations.
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B. Indian Laws: -

- a. The Indian Contract Act, 1872;
- b. The Bills of Lading Act, 1856;
- c. The Carriage of Goods by Sea Act, 1925 (incorporating the Hague Rules);
- d. The Merchant Shipping Act, 1958 and amendments thereto;
- e. The Major Port Authorities Act, 2021;
- f. Customs Act, 1962;
- g. Multimodal Transportation of Goods Act, 1993;
- h. Bhartiya Sakshya Adhiniyam, 2023 (for evidentiary matters);
- i. Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017;
- j. Arbitration and Conciliation Act, 1996;
- k. Any applicable Indian port regulations, customs notifications, shipping regulations, DG Shipping guidelines, trade notices, and statutory instruments.
- l. The IATA , MTO and FMC Rules and Regulations

C. International Maritime Conventions and Sea Laws: -

- a. Hague Rules, 1924;
- b. Hague-Visby Rules, 1968;
- c. Hamburg Rules, 1978;

- d. Rotterdam Rules, 2008 (where applicable);
 - e. United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea;
 - f. York-Antwerp Rules relating to General Average;
 - g. International Convention on Salvage;
 - h. International Maritime Organization (IMO) Regulations;
 - i. SOLAS Convention (Safety of Life at Sea);
 - j. MARPOL Convention;
 - k. ISPS Code (International Ship and Port Facility Security Code);
 - l. Any other international convention, protocol, regulation, or mandatory rule governing carriage of goods by sea, multimodal transportation, logistics operations, or maritime claims.
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D. Freight Forwarding and NVOCC Industry Rules: -

- a. FIATA Model Rules for Freight Forwarding Services;
 - b. FIATA Multimodal Transport Bill of Lading Conditions;
 - c. BIMCO standard maritime practices where applicable;
 - d. International Chamber of Commerce (ICC) Rules;
 - e. UCP 600 (where documentary credits are involved);
 - f. INCOTERMS published by the International Chamber of Commerce, latest edition in force.
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