



HUXE GLOBAL MASTER TERMS AND CONDITIONS OF CARRIAGE AND LOGISTICS SERVICES

ARTICLE 1 – DEFINITIONS

1.1 **Customer:** The legal or natural person who contracts with the Service Provider to perform any part of the Services.

1.2 **Dangerous Goods:** Any items classified under applicable international, regional, or national law or regulation (including ADR, IATA, IMDG) as hazardous, flammable, explosive, radioactive, noxious, or otherwise subject to special transport, handling, or packaging requirements.

1.3 **Declared Value:** The full actual value of the Shipment as declared by the Customer in the relevant HUXE Shipping Order or in writing, which shall govern the extent of liability and the availability of a third-party insurer's insurance.

1.4 **Force Majeure:** Any event beyond the reasonable control of a party that prevents or materially delays performance, including but not limited to war, terrorism, embargoes, pandemics, natural disasters, governmental action, cyberattacks, international sanctions and industrial disputes.

1.5 **HUXE Contract:** The contractual relationship between HUXE and the Customer, including (a) these Terms and Conditions, (b) each applicable HUXE Shipping Order, and (c) any signed Rider or special agreement expressly modifying or supplementing the Services.

1.6 **HUXE Shipping Order:** The Customer's written booking instruction accepted by the Service Provider, forming part of the HUXE Contract and setting out the specific terms for a Shipment.

1.7 **Loss:** Any physical loss of, damage to, or destruction of the Property during the period it is in HUXE's custody or control.

1.8 **Package:** Any container, box, or other physical unit used to consolidate or transport Property, whether supplied by the Customer or HUXE.

1.9 **Period of Responsibility** means the period during which the Company has actual physical custody or control of the Shipment, as further defined in connection with the applicable Standard Liability or Extended Liability option.

1.10 **Property:** Any tangible goods or materials entrusted to HUXE under a Shipping Order, including but not limited to bullion, jewelry, luxury goods, documents, or works of art.

1.11 **Rider:** A written agreement, duly signed by both parties, modifying or supplementing a Shipping Order with special conditions.

1.12 **Service Provider:** HUXE, including its affiliates, agents, subcontractors, and any third party it appoints to perform the Services.

1.13 **Services:** All services undertaken by HUXE, including without limitation: carriage by any mode, freight forwarding, customs clearance, storage, packing, and value-added services.

1.14 **Shipment:** One or more Packages consolidated and moved under a single Shipping Order, from a single origin to a single destination, on behalf of the same Customer.

1.15 **Transport Document:** Any document evidencing the contract of carriage or logistics handling, including but not limited to waybills, bills of lading, or consignment notes.

ARTICLE 2 – SCOPE AND GOVERNING DOCUMENTS

2.1 These Terms apply to all Services rendered by HUXE worldwide, whether as carrier, freight forwarder, warehousing provider, or customs agent.

2.2 Each Shipping Order issued by the Customer and accepted by HUXE is governed by the HUXE Contract.

2.3 In case of inconsistency in any HUXE Contract, the following hierarchy applies:

- (a) A signed Rider;
- (b) Any bilateral agreement between the parties;
- (c) The Shipping Order;
- (d) These Terms and Conditions.

2.4 The Customer waives the application of any terms appearing on its own purchase orders, bills of lading, or other forms.

2.5 Subject to Clause 2.3 above, these Terms also apply notwithstanding any conflicting provisions on air waybills, consignment notes, or other documents issued by HUXE or third parties.

2.6 These Terms shall be construed, where applicable, in accordance with relevant international conventions governing the carriage of goods, including but not limited to the Convention on the Contract for the International Carriage of Goods by Road (CMR), the Warsaw and Montreal Conventions (air), the Hague-Visby Rules (sea), and the FIATA Model Rules for Freight Forwarding Services. Such conventions shall apply by reference only to the extent mandatory or contractually agreed.

ARTICLE 3 – HUXE'S ROLE AND AGENTS

3.1 HUXE may, at its absolute discretion, choose to perform the Services, either in whole or in part, itself or through third parties, including agents, correspondents, or subcontractors and on such terms as it deems appropriate.

3.3 All such third parties are entitled to benefit of every limitation and defense to which HUXE is entitled under these Terms.

ARTICLE 4 – CUSTOMER WARRANTIES AND OBLIGATIONS

4.1 The Customer warrants and undertakes that:

- (a) It has full lawful title and authority to ship, and the Shipment is not subject to any lien, third-party claim, or restriction;
- (b) All documents, declarations, values, and descriptions provided are true, complete, and accurate;
- (c) It has declared the full actual value of the Shipment as the Declared Value in the HUXE Shipping Order;
- (d) No Dangerous Goods or prohibited items are included unless fully disclosed, packaged, and accepted by HUXE in writing;
- (e) All shipments comply with export/import regulations, sanctions, anti-money laundering, and anti-terrorism laws;
- (f) No action under the HUXE Contract shall expose HUXE to any sanction, embargo, or restriction by any competent authority.

4.2 The Customer shall:

- (a) Declare the Shipment's full actual value as the Declared Value;
- (b) Provide accurate and complete Shipping Orders and instructions;
- (b) Ensure proper, secure, and compliant packaging and labelling;
- (c) Furnish all necessary licenses, permits, declarations, and customs documentation;
- (d) Pay all charges, fees, taxes, and surcharges in full and

4.3 The Customer shall notify HUXE in writing of any special handling, time sensitivity, Liability requests, or customs constraints.

ARTICLE 5 – CUSTOMER ACKNOWLEDGMENTS

5.1 The Customer acknowledges and agrees that:

- (a) HUXE may consolidate Shipments or subcontract Services at its discretion;
- (b) HUXE is under no duty to inspect, verify, or open any Parcel unless required by law;



- (c) HUXE provided containers are not warranted to protect against physical or climatic rigors;
- (d) Parcels may be subject to government inspections and HUXE will comply as required;
- (e) Civil and criminal penalties may apply to false statements, noncompliance, or fraud;
- (f) HUXE has a general and continuing lien over all Shipments and documents in its custody, securing all unpaid amounts owed by the Customer;
- (g) HUXE may exercise the lien by sale or retention of the Property on notice, without prejudice to its rights;
- (h) The Customer shall remain liable for Duties, charges, and any penalties, and shall reimburse HUXE for such sums on demand.

ARTICLE 6 – LIABILITY AND LIMITATION

6.1 HUXE shall be liable solely for physical loss of, or physical damage to, the Goods occurring during the Period of Responsibility, and only in accordance with the liability option selected by the Customer and expressly accepted by HUXE, and subject in all cases to the limitations and exclusions set forth herein.

6.1.1 Partial Liability: Under the Standard Liability option, HUXE shall only be liable for Loss directly caused by its gross negligence or wilful misconduct while the Goods are in its actual physical custody and control. No liability shall arise for any period during which the Goods are under the control of third parties, including without limitation: appraisers, customs authorities, assay offices, or carriers where HUXE acts solely as a forwarding agent. Gross negligence shall mean conduct amounting to a reckless disregard of an obvious and substantial risk.

Under the Standard Liability option, the Company's total aggregate liability arising out of or in connection with this Agreement, shall in no event exceed the sum of USD 10,000 (ten thousand).

6.1.2 Full Liability: Where the Customer requests, and HUXE expressly agrees in writing, to assume Extended Liability for a Shipment, HUXE shall be liable for physical Loss occurring from any cause whatsoever during the Period of Responsibility, irrespective of whether the Goods are under the control of a third party

6.2. The liability of the Company in respect of any individual Loss shall be limited to the lesser of:

- (a) the Declared Value of the Goods, as notified by the Customer;
- (b) the reasonable costs of restoration, conservation, or mitigation of the Goods, including any depreciation in value thereby sustained.

6.3 In no event shall HUXE be liable for:

- (a) Indirect or consequential damages including loss of profits, sales, goodwill, or business;
- (b) Delay, unless expressly guaranteed in writing as a time-definite service;
- (c) Events of Force Majeure;
- (d) Acts or omissions of Customer, its agents, or third parties;
- (e) Inherent vice, defective packaging, or pre-existing damage;
- (f) Confiscation, seizure, or destruction by authorities;
- (g) Cyber events or electronic interference beyond HUXE's direct control.

6.4 If any court or other competent authority determines that a bailment relationship exists between the parties, it shall be strictly governed by these Terms also in derogation of any applicable law.

6.5 Any liability claim must be made immediately in writing upon discovery of the damage or loss, and in all cases a written and substantiated claim must be submitted within 8 (eight) days from the date of delivery or expected delivery, whichever is earlier. Any claim submitted beyond this period shall be deemed waived. Claims shall only be accepted if, at the time of receipt of the Shipment, the

Parcel displayed visible signs of tampering or damage, and the Consignee expressly made written reservations on the receipt, waybill, or delivery note and provided written notice of any damage or shortfall to HUXE within the specified time frame.

ARTICLE 7 – COLLECT ON DELIVERY (COD)

7.1 Upon the Customer's express written request, and subject to HUXE's discretion and operational feasibility, HUXE may provide a Collect on Delivery (COD) service. Any collection of cash shall be limited to the maximum threshold permitted by applicable law. HUXE shall not be liable for the authenticity, validity, or regularity of any cash, cheque, banker's draft, cashier's cheque, or similar instrument tendered by the recipient.

7.2 The Customer agrees and acknowledges that the amount of payment collected by HUXE pursuant to a COD instruction does not represent or determine the actual value of the goods, and that in the event of Loss, HUXE's liability shall be governed exclusively by Article 6, irrespective of the COD amount if the two values differ.

7.3 HUXE shall not be involved in or liable for any dispute, disagreement, or claim between the Customer and the Consignee regarding the amount, terms, or conditions of the COD transaction.

7.4 HUXE shall have no liability for any inability to remit or delay in remitting COD funds caused by inaccurate instructions or any act or omission of the Customer or recipient.

ARTICLE 8 – RIGHT TO REFUSE OR INSPECT SHIPMENTS

8.1 HUXE reserves the right to refuse to accept, handle, store, or transport any Shipment that:

- (a) is improperly packaged, labeled, or declared;
- (b) appears to contain Dangerous Goods or prohibited items not properly declared;
- (c) appears to pose a safety, legal, regulatory, reputational, or operational risk;
- (d) is otherwise non-compliant with these Terms.

8.2 HUXE reserves the right, but not the obligation, to open and inspect any Shipment for reasons of safety, security, regulatory compliance, or suspected breach of contract.

ARTICLE 9 – CUSTOMS AND REGULATORY COMPLIANCE

9.1 The Customer is solely responsible for compliance with all applicable customs, export/import laws, licensing, and regulatory obligations.

9.2 HUXE may act as a direct or indirect representative for customs purposes, but in doing so acts on behalf of the Customer and assumes no liability for penalties, duties, or delays arising from inaccurate or incomplete documentation or declarations.

9.3 All costs, penalties, or fines imposed by any customs authority due to the Customer's error, omission, or non-compliance shall be borne exclusively by the Customer.

9.4 HUXE reserves the right to suspend or terminate any Shipment in the event of customs seizure or regulatory investigation.

9.5 The Customer agrees to indemnify, defend, and hold HUXE harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws or regulations, and further agrees to indemnify and hold HUXE harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which HUXE may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or



proceeding is brought against the HUXE, it shall give notice in writing to the Customer by mail at its address on file with HUXE. The Customer agrees to indemnify, defend, and hold HUXE harmless from all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of HUXE under the terms of these conditions, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of HUXE, its servants, sub-contractors or agents, and any claims of a general average nature which may be made on HUXE.

ARTICLE 10 – DELIVERY

10.1 The issuance of any goods receipt by HUXE to the Customer does not constitute a warranty or confirmation of the quality, quantity, value, condition, or weight of the goods or packages.

10.2 Delivery shall be deemed complete when the Shipment is delivered to the address indicated in the HUXE Shipping Order and received by the Consignee or any person reasonably appearing to be authorized to accept delivery on behalf of the Consignee, including concierge, receptionist, doorman, domestic staff, family member, resident, or official present at the address. However, where final delivery is to be executed by a third party other than HUXE pursuant to the Customer's express instruction, HUXE's responsibility shall be deemed fulfilled upon delivery of the Shipment to such designated third-party or mandated location.

10.3 If at the time of delivery, the Consignee does not record a reservation for loss, damage, or tampering on the receipt, waybill, or delivery note, such omission shall be deemed conclusive evidence that the Shipment was delivered in good order and condition, with seals intact and without damage or shortfall, and the signed document shall constitute final release of all obligations and liabilities of HUXE for that Shipment.

10.4 If the Customer or Consignee fails to accept delivery at the scheduled time and location, HUXE shall be entitled to store the Shipment at the sole risk and expense of the Customer, whereupon HUXE's liability for the Shipment shall cease. The Customer shall indemnify and hold HUXE harmless against any costs, losses, or liabilities incurred as a result of failure to take delivery.

10.5 HUXE shall not be liable for any delivery delay or failure resulting from:

- (a) incomplete, inaccurate, or ambiguous address or instructions;
- (b) inability to obtain signed confirmation;
- (c) refusal to accept delivery;
- (d) delay at customs or security clearance; or
- (e) events of Force Majeure as defined in Article 1.4.

10.6 In the case of visible signs of tampering, damage, or shortage at the time of delivery, the Consignee must immediately make written reservations on the delivery note, receipt, or waybill. Failure to do so may invalidate any subsequent claim under Article 6.5

ARTICLE 11 – SANCTIONS AND TRADE RESTRICTIONS

11.1 Each party shall comply with all applicable sanctions, export controls, tariffs and trade restrictions imposed by any competent authority in any jurisdiction in which they operate, and any other relevant international or national authority.

11.2 The parties shall not engage in any transaction directly or indirectly involving:

- (a) Russian-origin diamonds subject to US, EU, or Swiss restrictions;
- (b) Sanctioned individuals or entities on OFAC, EU, UN, or other consolidated lists;

(c) Goods, services, or financing subject to embargo or export control restrictions.

11.3 HUXE may suspend or terminate the Contract or any Shipment if, in its sole judgment, the Shipment or any party involved may cause a breach of applicable sanctions or trade laws.

11.4 Each party represents that neither it nor its affiliates or agents are listed on any restricted party list or subject to any applicable sanctions.

11.5 Each party shall indemnify and hold harmless the other against any claim, loss, or liability resulting from breach of this clause.

ARTICLE 12 – CONVENTIONS AND LIMITS OF LIABILITY UNDER MANDATORY LAW

12.1 The Warsaw Convention, the Hague Protocol, the Montreal Convention, and their respective amendments (collectively, the "Conventions") apply to international carriage by air. The Customer acknowledges and agrees that HUXE will not declare a value for carriage to the air carrier ("Declared Value for Carriage"). Accordingly, the Customer, also on behalf of any party with an interest in the Shipment, agrees that the air carrier's liability for loss, damage, or delay shall be limited: (a) pursuant to the Conventions, in the case of international carriage by air; and (b) to 19 SDR per kilogram in the case of domestic air transport, unless otherwise provided by applicable local law.

12.2 HUXE shall not bear any liability in connection with the air carrier's obligations under such conventions or laws.

12.3 Where applicable, the Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply to road transport. The Customer further agrees that the Carmack Amendment (49 U.S.C. §14706), and any U.S. federal or state legislation imposing carrier liability for domestic U.S. transport, shall be expressly excluded and shall not apply to any services performed by HUXE.

12.4 For sea transport, the Hague-Visby Rules shall apply where mandatorily incorporated by law or contractually agreed.

12.5 Nothing in these Terms shall be interpreted as extending the scope or obligations under any convention beyond what is required by law.

ARTICLE 13 – DATA PRIVACY AND CONFIDENTIALITY

13.1 The Parties shall comply with all applicable data protection laws. The Parties undertake to take all necessary measures to ensure that the collection and processing of personal data complies with the applicable laws.

ARTICLE 14 – INCOTERMS AND TRANSFER OF RISK

14.1 Unless otherwise agreed in writing in a signed Rider or bilateral agreement, the Services provided by HUXE are not subject to Incoterms, which shall apply only where expressly incorporated by reference in a Shipping Order.

14.2 The transfer of risk and responsibility for the Shipment shall occur when the Property is physically accepted into HUXE's custody at the place of collection indicated in the Shipping Order.

14.3 For avoidance of doubt, Incoterms shall not override the allocation of liability or risk set forth in these Terms or under applicable international conventions, unless expressly agreed in writing by HUXE.

14.4 If Incoterms are incorporated, they shall be interpreted in accordance with the latest version published by the International Chamber of Commerce (ICC), unless otherwise specified.



ARTICLE 15 – GOVERNING LAW AND JURISDICTION

15.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual obligations), shall be governed by and construed in accordance with the laws of England and Wales.

15.2 The parties irrevocably agree that the courts of London shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual obligations). Notwithstanding, and in derogation to what herein above, HUXE shall have always the right to take action against the Customer or any other entities involved in the Services also before any other competent jurisdiction, to the extent permitted by the laws of such jurisdiction.

ARTICLE 16 – MISCELLANEOUS

16.1 These Terms constitute the entire agreement between the parties concerning the Services and supersede all prior communication or understandings.

16.2 Any amendment or waiver must be in writing and signed by HUXE to be binding.

16.3 If any provision of these Terms is held to be invalid or unenforceable, the remainder shall remain in full force and effect.

16.4 These Terms are published and maintained at www.huxe.net.

In case of conflict between versions, the version published on the HUXE website at the time of the Shipping Order shall prevail.

16.5 These Terms are drafted in English. Save as otherwise agreed in writing, in the event of any translation, the English version shall prevail.

16.6 Any reference herein to signatures shall include any electronic signature not prohibited by applicable law, including digital signatures, and shall apply to all documents which form part of the Contract, including but not limited to acceptance of the terms and conditions of this contract and any related acknowledgement of collection or delivery of a Shipment. The Customer agrees that, to the extent not prohibited by applicable law, any electronic signature by the Customer shall be deemed equivalent to a written signature.