Terms and Conditions of MA-Express Shipping Services

These Terms and Conditions of MA-Express Shipping Services ("**T&Cs**") shall apply to any and all MA-Express Shipping Services provided by Malca-Amit (as defined below) for Customer and no other terms shall apply.

1. **Definitions and Interpretations**: Definitions of terms used in these T&Cs are as follows:

a. "**Confirmation**" refers to Malca-Amit's issuance of a MAEX Reference Number and Courier Tracking Number to Customer evidencing that Malca-Amit accepts a Shipping Instruction from Customer.

b. **"Consignee"** refers to the consignee designated by Customer.

c. **"Courier"** shall mean a courier company (such as FedEx, UPS and DHL) approved by Malca-Amit.

d. **"Customer"** means the company that holds an active MA-Express shipping account with Malca-Amit.

e. **"Declared Value"** means the value of the Property declared to Malca-Amit on the MyMalca Website or in a Shipping Instruction.

f. **"Destination"** refers to the country of destination and the Consignee's address as designated by Customer.

g. **"Destination Limit"** refers to the maximum permitted Declared Value for a Shipping Box and Shipment sent to a particular Destination (for clarity, Malca-Amit decides in its sole discretion the Destination Limits for each Destination).

h. "**Excluded Property**" refers to:

(i) fine art;

(ii) all types of fragile articles that are physically weak or delicate and can easily be broken or damaged, including but not limited to statuary, marble, glassware, vases, porcelains, bric-a-brac, hourglasses, figurines and items made of coral or jade;

(iii) banknotes, currency, bonds, bearer bonds, non-negotiable securities documents; and

(iv) perishable goods of any and all kinds.

i. **"HOLD Shipment"** means a Shipment within North America, where Customer has instructed Malca-Amit to hold the Shipment at a designated office of the Courier (where available) for pick-up by the Receiving Party at Courier's office (**"Designated Courier Office"**). For avoidance of doubt, HOLD Shipments are only available within North America.

j. **"Liabilities"** means Loss, claims, losses, liabilities, including but not limited to those arising from Loss, and costs (including the reasonable costs of investigating and defending any claims), expenses, orders, awards, fines, penalties, proceedings and judgments of whatsoever nature.

k. **"Loss"** means physical loss of, damage to, or mis-delivery of Property, occurring during the Period of Responsibility.

l. "**Malca-Amit"** refers to the specific member of the Malca-Amit International Network™ receiving a Shipping Instruction from Customer to perform a Shipment. For clarity, each member of the Malca-Amit International Network™ is an independent company and is not liable for the debts or obligations of any other member of the Malca-Amit International Network™ and a contract for MA-Express Shipping Services is only formed between Customer and the specific Malca-Amit company providing the Service.

m. **"Maximum Liability Limit"** means, unless otherwise agreed in writing for:

(i) **Precious Stones and Jewellery**: (A) any one Shipping Box (1) USD 150,000 (one hundred fifty thousand) for a domestic Destination; and (2) USD 75,000 (seventy five thousand) for a Destination abroad; and (B) any one Shipment (which can comprise multiple Shipping Boxes) sent to a single Destination on any one day USD 150,000 (one hundred fifty thousand);

(ii) **Precious Metals**: (A) USD 2,500 (two thousand five hundred) for any one Shipment sent on one day to a single Destination that is a residential premises; or (B) USD 25,000 (twenty-five thousand) for any one Shipment sent on one day to a single Destination that is a commercial/business delivery premises;

(iii) **Merchandise**: USD 10,000 (ten thousand) for any one Shipment sent to a single Destination on any one day;

(iv) **HOLD Shipment**: USD 50,000 (fifty thousand) for all Shipments to the same Designated Courier Office on any one day;

(v) **Weekend Shipments**: USD 5,000 (five thousand) for any one Shipment sent to a single Destination on any one day.

For avoidance of doubt, when more than one limit in 1.m(i)-(v) would apply to a particular Shipping Box or Shipment, the lower limit shall apply.

n. **"MyMalca Website"** refers to Malca-Amit's website for Services where Shipping Instructions can be given and uploaded.

o. **"Property"** refers to the following items tendered to Malca-Amit for Services:

(i) **Precious Stones and Jewellery** meaning polished and cut diamonds, precious and semi-precious stones, jewellery and watches; and

(ii) **Precious Metals**, meaning bullion said to be gold, platinum, silver or other precious metals in any form (including bullion coins, numismatic and semi-numismatic coins); and

(iii) **Merchandise** meaning fashion watches, fashion goods, leather goods, wearing apparel, household items, small consumer electronic goods and non-fragile decorative items.

p. **"Receipt"** refers to a written or an electronic receipt, acknowledging receipt of a Shipment.

q. "**Receiving Party**" refers to:

(i) a person or entity designated by a Consignee as authorised to accept delivery of a Shipment; or

(ii) any apparent representative of the Consignee (including a concierge, doorman, front desk clerk, security guard, residential occupant, or any mailroom clerk), or

(iii) a common or private or contract carrier; or

(iv) a governmental postal authority, appraiser, customs authority, diamond office or other authority.

r. **"Services"** means MA-Express shipping services as set forth in clause 2 for which a Shipping Instruction is issued.

s. **"Service Fees"** means the fees notified to Customer by Malca-Amit.

t. **"Shipment"** refers to the transportation of one or more Shipping Boxes shipped from one location to a single Destination at any one time.

u. **"Shipping Box"** refers to a properly and securely sealed outer shipping box provided by the Courier (or other type of packing or box explicitly approved in writing by Malca-Amit prior to tendering the Shipment to the Courier) which is said to contain Property.

v. **"Shipping Instruction"** refers to information and details provided by Customer on the MyMalca Website or otherwise provided in writing to Malca-Amit using a pre-printed Malca-Amit form.

w. **"Weekend Shipments"** refers to Shipments sent under a Remote Service that are tendered by Customer to Courier on a Friday without Customer requesting a Saturday delivery in its Shipping Instruction. For the avoidance of doubt, Weekend Shipments are determined solely by the day Customer tenders the Shipment to Courier, irrespective of when the Shipment was booked by Customer and Malca-Amit issued the Confirmation.

2. Available Services:

a. Customer shall request Services by submitting a Shipping Instruction.

b. Malca-Amit is under no obligation to provide Services and will confirm its acceptance to carry out a Shipment by issuing a Confirmation.

c. Subject to availability, Customer may request the following Services:

(i) **Drop-Off Service**: Customer shall tender the Shipment to Malca-Amit at a Malca-Amit location for transportation to Consignee by Courier; or

(ii) **Pick-Up Service**: Malca-Amit shall pick-up the Shipment from the pick-up location designated by Customer for transportation to Consignee by Courier; or

(iii) **Remote Service**: Customer shall directly tender the Shipment to Courier for transportation to Consignee by Courier.

3. Acknowledgments: Customer acknowledges and agrees that:

a. Malca-Amit may, in its absolute discretion, choose to subcontract the whole or any part of the Services on any terms whatsoever;

b. Malca-Amit may, in its absolute discretion, hold the Shipment in transit in a vault, while waiting for commencement, continuation or completion of Services, without prejudice to the Liability assumed by Malca-Amit throughout the Period of Responsibility;

c. every employee, agent or subcontractor performing Services is entitled to benefit from these T&Cs, including every limitation and defence to which Malca-Amit is entitled;

d. Destination Limits apply to all Destinations and Customer may contact Malca-Amit to understand what the relevant Destination Limits are;

e. Malca-Amit shall be under no obligation whatsoever to ascertain or check the contents of any Shipping Box;

f. Malca-Amit's acceptance of a Shipping Instruction is conclusively evidenced by Malca-Amit's issuance of a Confirmation and Customer shall not tender any Shipments to Courier until Customer has received a Confirmation. Customer further agrees that Malca-Amit shall bear no responsibility and have no Liability whatsoever or howsoever arising for Shipments tendered to Courier before Malca-Amit has issued a Confirmation;

g. Malca-Amit's Confirmation is only valid for fourteen (14) days after which time the Shipment is automatically and forever cancelled and the Confirmation becomes null and void, resulting in no valid Shipping Instruction being deemed to exist. In the event Customer tenders the Shipment to Courier fourteen (14) days or more after the Confirmation, despite the Shipment having been cancelled, Customer acknowledges and agrees that Malca-Amit shall bear no responsibility or Liability whatsoever or howsoever arising for such Shipment;

h. **Weekend Shipments are by default subject to a Maximum Liability Limit of USD 5,000** (five thousand) irrespective of the actual value of the Property and the Declared Value. Customer further understands that the Maximum Liability Limit for Weekend Shipments is set for security purposes;

i. the Shipment may be the subject of controls and checks, including security controls, by any governmental authority or other agency having legal jurisdiction over the relevant matter, which may involve such governmental authority or other agency opening and inspecting the Shipping Boxes, and Customer agrees that Malca-Amit or Courier (as applicable) will submit to all required controls and checks;

j. Malca-Amit is required to maintain copies of documents issued in relation to the Shipment in accordance with applicable laws;

k. civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements relating to the Property or any person who has or may have an interest in the Property or for the violation of certain applicable laws;

l. Customer retains ultimate responsibility and liability for all taxes, freight, duties, charges and other expenses, as well as any penalties, relating to the Shipment (collectively referred to as "**Duties**") and agrees that in the event Malca-Amit pays any Duties, Customer shall promptly indemnify, reimburse and hold Malca-Amit harmless from all Duties and incurred liabilities together with reasonable expenses (including attorney's and legal fees); and

m. Malca-Amit assumes no obligations of any kind other than expressly set forth in these T&Cs.

4. **Warranties and Representations**: Customer warrants and represents that:

a. Customer is either the owner or the authorised agent of the owner of the Property;

b. Property shall only consist of the specified types of Property set out in clause 1.o, and Customer shall under no circumstances whatsoever include Excluded Property;

c. Customer is authorised to accept these T&Cs not only for itself, but also as agent for, and on behalf of all other persons or entities who are or become interested in the Property, and to bind each of said interested persons or entities to these T&Cs;

d. the Property does not constitute illegal items or contraband and its transport or handling is not prohibited by any applicable laws (including federal, state, provincial, municipal and local laws) or treaties, nor is the Property dangerous, corrosive or otherwise capable of causing damage of any type;

e. none of the activities or operations requested by Customer under these T&Cs are in any way linked to money laundering or terrorist activities; and

f. neither the receipt, nor the handling, nor the delivery of the Property exposes Malca-Amit, its employees, agents, or subcontractors to any sanction, prohibition or penalty (or risk thereof) imposed by any governmental organisation or relevant authority (with respect to sanctions against **diamonds originating from Russia**, Customer explicitly warrants that it complies with (i) the United States of America's Executive Order 14068 of March 11, 2022, (ii) the OFAC Determination pursuant to Section 1 (a)(i)(B) of Executive Order 14068, (iii) the OFAC Determination pursuant to Sections 1 (a)(i)(A) and 1 (a)(i)(D) of Executive Order 14068 and (iv) the EU Council Regulation (EU) 2023/2878 of 18 December 2023, amending Regulation (EU) No 833/2014), and any related, subsequent or similar laws and regulations of the G7 countries and Switzerland).

5. **Undertakings:** Customer undertakes to:

a. properly and accurately describe and never conceal or misrepresent any fact or circumstance concerning the Property;

b. declare the Property's full actual value as the Declared Value;

c. maintain a complete written record of all Property included in any Shipping Box;

d. properly pack the Property: (i) to withstand the rigours of transportation; (ii) so as not to be susceptible to damage during transit by land or air; and (iii) in accordance with the *Safe Shipping & Packaging Checklist* (available at https://docs.malca-amit.com/MAEX_Safe_Shipping_Rules);

e. obtain Malca-Amit's prior approval in writing before using any packing or box other than an outer shipping box provided by the Courier;

f. (i) confirm the accuracy of the details of the Shipping Instruction; (ii) provide accurate supporting documentation for each Shipping Box (such as invoices, custom clearance authorisations, and any documents required by Courier); and (iii) properly affix the shipping labels on the Shipping Boxes (as applicable);

g. ensure that no reference is made to the nature or value of the Property in the shipping documents (including the Courier waybill), labels or otherwise on the exterior of the Shipping Box, which includes avoiding stating names, brands, auction houses and abbreviations that suggest the Shipment contains valuable goods (for

the avoidance of doubt, "jewellery", "diamonds", "watch" or similar, or abbreviations such as "GIA" should not be used and Customer and/or Consignee names need to be considered carefully);

h. tender Shipments to Malca-Amit or Courier (as applicable) as soon as possible after Customer has received Malca-Amit's Confirmation and no later than 14 (fourteen) days after the Confirmation has been issued;

i. for any Remote Service, only tender Shipments to Courier on a **Friday** with a **Declared Value of USD 5,000 (five thousand) or less**, unless (i) Saturday delivery is an option to select and Customer has made such selection in its Shipping Instruction, or (ii) it is a HOLD Shipment; or (iii) otherwise agreed by Malca-Amit in writing;

j. ensure all Shipments are and remain subject to a requirement for Courier to obtain a direct signature from the Consignee or Receiving Party upon delivery, and not to perform or permit any action or omission that would allow delivery without such direct signature;

k. for any Remote Service: (i) only tender Shipments to Couriers specified and approved by Malca-Amit (ii) only tender Shipments at a Courier drop-off box or self-service kiosk if such service point is able to issue a Receipt at the time when the Shipment is tendered to the Courier; (iii) not declare any value to a Courier for liability purposes; and (iv) obtain and keep a Receipt from the Courier for every Shipment tendered;

l. (i) notify Consignee of the pending delivery of a Shipment, including providing the Courier's tracking number; (ii) ensure that Consignee or Receiving Party is available to accept delivery of the Shipment at Destination at the anticipated date of delivery; and (iii) ensure that Consignee or Receiving Party carefully inspects each Shipment immediately at the time of delivery and in the event of any evidence of damage or tampering to the Shipping Box, acknowledges this in writing on the Receipt;

m. provide whatever further information may reasonably be required by Malca-Amit or any governmental organisation with respect to the Shipment;

n. secure and provide all necessary permits, franchises, licenses or other authorisations required to lawfully effect the exportation or importation of the Property; and

o. make available to Malca-Amit in event of a claim any and all CCTV footage, photographs or other recording, taken by Customer, Consignee and/or Receiving Party, of packing and unpacking (including the inner packaging and contents) of the Shipping Box.

6. Period of Responsibility:

a. Malca-Amit's Period of Responsibility commences for:

(i) **Drop-Off Service or Pick-Up Service**: When Malca-Amit has taken physical possession of the Shipment and issued a Receipt;

(ii) **Remote Service**: When the approved Courier has taken physical possession of the Shipment and issued a Receipt. In the event that a Receipt has not been issued, Malca-Amit shall have no Liability whatsoever or howsoever arising (including for negligence) for such Shipment (without prejudice to the generality of the foregoing, in the event a court of law determines that Malca-Amit is liable for such non-receipted Shipment Malca-Amit's Liability shall be limited to the lesser of USD 100 (one hundred) and the actual damage sustained).

b. Malca-Amit's Period of Responsibility shall terminate for all Services upon delivery when the Receiving Party has accepted physical delivery of the Shipment and signed a Receipt. If a Shipment cannot be delivered within 60 (sixty) days of arrival at Destination, and cannot be returned to Customer for whatever reason without fault of Malca-Amit, then (i) Malca-Amit's responsibility for the Shipment (or any undeliverable part thereof) shall cease and the Shipment shall be held at the sole risk and expense of Customer; and (ii) Malca-Amit's liability, if any, shall not exceed the lesser of (1) USD 1,000 (one thousand) and (2) the actual value of the Property.

c. Notwithstanding clause 6.b, in the event that a Shipment is deposited at Destination, based upon a release signature on file with Courier, meaning no signature is obtained from the Consignee, then (i) Malca-Amit's

Period of Responsibility shall terminate upon deposit of the Shipment at Destination or at any other location authorised under the release signature, and (ii) the Shipment shall be deemed delivered intact, with seals intact, in good order and condition, and without shortage, damage or loss.

d. Notwithstanding clause 6.b, for any HOLD Shipment Malca-Amit's Period of Responsibility shall terminate at the latest on the third business day following the arrival of the HOLD Shipment at the Designated Courier Office.

e. Delivery of a Shipment shall be evidenced by a signed Receipt being given by the Receiving Party. If at the time of delivery, the Receiving Party does not make a notation on the Receipt of loss, damage or tampering to the Shipment, then (i) lack of such notation shall be conclusive proof that the Shipment was delivered intact, with seals intact, in good order and condition, and without shortage, damage or loss; and (ii) the Receipt shall constitute final and absolute release of all undertakings, obligations and liabilities of Malca-Amit.

7. Liability:

a. Subject to the remainder of these T&Cs including this clause 7, Malca-Amit shall be liable for Loss, occurring during the Period of Responsibility resulting from any cause whatsoever.

b. **Malca-Amit shall not be liable** under any circumstances whatsoever for any of the following:

(i) non-performance or delay; or

(ii) loss of profit, loss of sales, loss of business, loss of goodwill or reputation, product recall, product liability, third party claims (in each case whether direct or indirect) or for any indirect, exemplary, special, incidental, punitive or speculative or consequential loss of any nature, whether or not foreseeable and whether or not Malca-Amit has been advised of the possibility of such damages; or

(iii) Loss to items that are not defined as Property (including Excluded Property and any packing, watch boxes (unless a separate value is declared for the watch box in the Shipping Instruction), shipping materials, certificates and documents); or

(iv) Loss caused by or resulting from: (A) shortage or mysterious disappearance of Property said to be included in a Shipping Box, which Shipping Box has seals intact and bears no evidence of having been opened or tampered with; or (B) damage to Property said to be included in a Shipping Box, which Shipping Box bears no visible signs of damage or tampering; or (C) Malca-Amit acting in accordance with Customer's instructions; or (D) negligence, wilful misconduct, breach, or failure of Customer, its employees and/or agents to comply with or fulfil any obligations, undertakings and/or warranties under these T&Cs; or (E) fraud and/or dishonesty on the part of Customer, shipper, Consignee and/or Receiving Party or any of their employees and/or agents, including but not limited to credit card fraud, cheque fraud, collect on delivery fraud and mail fraud; or (F) ordinary leakage, ordinary loss in weight or volume, shrinkage, or ordinary wear and tear; or (G) pre-existing condition, inherent vice, defect or nature of the Property; or (H) incorrect or insufficient description or valuation of the Property, whereby Malca-Amit's liability is reduced or extinguished; or (I) illegal items or contraband; or

(v) Loss caused by or resulting from: (A) ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or (B) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or (C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (D) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter (the exclusion in this sub-clause (D) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for

commercial, agricultural, medical, scientific or other similar peaceful purposes); or (E) any chemical, biological, bio-chemical or electromagnetic weapon; or (F) **Cyber Attack**, meaning use or operation, as a means of inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system, save for a Cyber Attack targeted at Malca-Amit, where the motive is to inflict harm solely on (or upon) Malca-Amit or Malca-Amit's property; or

(vi) Loss caused by or resulting from: (A) **War**, meaning war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, derelict mines, torpedoes, bombs or other derelict weapons of war; or (B) **Terrorism**, meaning any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted, or any person acting from a political, ideological or religious motive; or (C) **Confiscation**, meaning nationalisation, confiscation, seizure, appropriation, expropriation, requisition for title of use or wilful destruction of the Shipment, or portion thereof, by/or under the order of any government (whether civil, military or de facto) and/or public authority.

c. In relation to any international shipment, Malca-Amit agrees to extend its liability for Loss caused by or resulting from War, Confiscation and/or Terrorism, provided however that Malca-Amit is insured for any of such Loss. For the avoidance of doubt, if Malca-Amit is unable to obtain such insurance coverage then Malca-Amit is not liable for Loss caused by War, Terror or Confiscation.

d. Malca-Amit's liability for the affected Property shall never exceed the lesser of the:

(i) actual Loss sustained; and

(ii) the Declared Value; and

(iii) the Invoice Value if no Declared Value has been provided; and

(iv) the Maximum Liability Limit (as applicable); and

(v) USD 1,000 (one thousand) if neither a Declared Value nor an Invoice Value have been provided; and

(vi) in the event of a partial Loss to a Shipment which comprises multiple Shipping Boxes, and no value can be evidenced for each individual Shipping Box, the average value per Shipping Box which is calculated by dividing the Declared Value for the entire Shipment with the total number of Shipping Boxes included in the Shipment.

8. **No or Inaccurate Declared Value:** In accordance with clause 5.b, Customer undertakes to correctly declare the value of the Property said to be included in a Shipment. Customer therefore expressly agrees to be estopped and/or barred from asserting for any purpose whatsoever, including in any legal proceedings, that the value of the Property is greater than the Declared Value. In the event Customer has mis-declared the value of the Property said to be included in a Shipping Box and/or Shipment (including without fault of Customer), Customer waives any claim it may have that the value of the Property is greater than the Declared Value and Customer shall hold harmless and promptly indemnify Malca-Amit for any and all liabilities and costs incurred as a result of the incorrect or lack of the Declared Value, including but not limited to any administrative, litigation or investigatory costs.

9. **Indemnification**: Customer shall hold harmless and promptly indemnify Malca-Amit against any and all damages, losses, expenses (including attorney fees), penalties, fines, liabilities and/or claims howsoever assumed, incurred or suffered by Malca-Amit, its employees, agents or subcontractors as a result of or in connection with (i) any claim made by Customer or any third party (including the owner of the Property, any other person who is or may become interested in the Property, or any authority) arising from or in connection with the Services, to the extent such claim exceeds Malca-Amit's liability to Customer under these T&Cs; and (ii)

a breach by Customer of any terms of the T&Cs, including but not limited to the aforementioned representations, warranties and undertakings.

10. **Insurance:** Malca-Amit is neither an insurer nor an insurance intermediary nor an insurance broker hereunder.

11. **Claims:**

a. Customer shall under no circumstances submit any claim to a Courier.

b. Customer upon discovering an incident that may give rise to a claim shall immediately notify Malca-Amit in order to commence investigative procedures. Any claim against Malca-Amit must be made in writing and notified to Malca-Amit within a reasonable time, but in no event later than within 14 (fourteen) days of the date upon which Customer became, or ought reasonably to have become, aware of any event or occurrence alleged to give rise to such claim. Nothing in this clause is intended to or shall limit mandatorily applicable notification periods that may not be limited in accordance with applicable laws.

c. Customer hereby authorises Malca-Amit or its designated representatives to handle any and all matters relating to a claim for Loss of a Shipment pursuant to these T&Cs with the responsible Courier and shall execute any documentation required to effectuate this authorisation.

d. A lawsuit must be brought against Malca-Amit within six (6) months after either Malca-Amit or Courier (as the case may be) received the Shipment at the place of departure, or where mandatorily applicable, such time period as may not be limited in accordance with applicable laws. If such notice of claim is not made, and lawsuit is not commenced within time specified in this clause, then any claim for Loss relating to the affected Shipment shall be deemed waived and Malca-Amit is forever released from any such claim for Loss.

12. **Data Protection**:

a. The parties agree that the protection of personal data is very important. If Customer discloses personal data to Malca-Amit, Malca-Amit shall comply with applicable data protection laws and regulations, including **but not limited to** the General Data Protection Regulation (EU) 2016/679;

b. As an integral part of providing Services under these T&Cs, Malca-Amit acting as a data controller, collects, uses, discloses, transfers and otherwise processes personal data about Customer. Unless otherwise specifically agreed in writing, Malca-Amit shall only process personal data for the purposes of and to the extent necessary for providing the Services under these T&Cs. Customer may read more about for what purposes and how its personal data is collected and processed in Malca-Amit's Privacy Policy ("**Privacy Policy**"), which is available at https://www.malca-amit.com. The Privacy Policy does not form part of these T&Cs and may be amended at any time. For the avoidance of doubt, when Malca-Amit collects an individual's personal data from Customer under any separate forms, such personal data shall be processed exclusively in line with the separate information provided therein;

c. Confidentiality obligations shall apply to personal data. Malca-Amit shall (i) limit access to personal data to those employees and other persons who need access for the provision of the Services; and (ii) ensure that all employees and other persons authorised to process the personal data have committed themselves to confidentiality;

d. Malca-Amit undertakes to implement appropriate technical and organisational measures to prevent that personal data is accidentally or unlawfully destroyed, lost or altered, disclosed or made available without authorization, or otherwise processed in violation of the applicable data protection laws.

e. Customer warrants that it has provided the necessary notifications (including this clause 12 and the Privacy Policy) to and obtained the necessary consents from any individuals whose personal data is provided to Malca-Amit, in accordance with applicable data protection and privacy laws, such that Malca-Amit is not in breach of relevant laws in using such information as described in this clause 12 and the Privacy Policy.

13. Miscellaneous:

a. Entire Agreement: These T&Cs comprise the complete and exclusive agreement between the parties, and supersede and replace any previous agreement for Services between the parties (which previous agreement is hereby terminated). These T&Cs can only be amended by agreement between the parties in writing.

b. Waiver: The failure to insist upon strict compliance by either party with respect to any of these T&Cs shall not be deemed a waiver or relinquishment of any such term or condition, nor shall any failure to exercise any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

c. Severability: If any provision contained or referred to herein is declared by a competent court to be contrary to applicable law or otherwise invalid or unenforceable, the validity and enforceability of the remaining provisions contained or referred to herein shall not be affected thereby and shall remain in full force and effect.

d. Law and Jurisdiction: (i) these T&Cs and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are exclusively governed by and exclusively construed in accordance with the laws of the country in which Malca-Amit is incorporated; and (ii) the parties irrevocably agree that the courts of the country of incorporation of Malca-Amit (in the case of the United States, federal courts) shall have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with these T&Cs or their subject matter or formation (including non-contractual disputes or claims). For the avoidance of doubt, any and all disputes, suits, actions, and claims related to or arising out of these T&Cs shall be resolved exclusively pursuant to this clause 13.d and shall NOT be filed to any other arbitration / mediation / court / institute.

e. Language and Interpretation: The word “including” shall be read as “including, but not limited to.” The word “or” shall be read as “and/or.” References to “whatsoever” shall be read as “whatsoever, including negligence”. These T&Cs have originally been drafted in the English language. In the event the T&Cs are provided in a language other than English, the English language version of the T&Cs shall prevail.

f. Conventions: If any international legislation governing the international carriage of goods (including but not limited to the Warsaw Convention, Hague Protocol, Montreal Convention (including respective amendments), and the Convention on Contract for the International Carriage of Goods by Road (CMR)) (collectively the "Conventions") is compulsorily applicable to the Services: (i) these T&Cs shall be read as subject to such Conventions, and nothing in these T&Cs shall be construed as a surrender by Malca-Amit of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such Conventions; and (ii) if any part of these T&Cs be repugnant to such Conventions to any extent, such part shall as regards such Services be overridden to that extent and no further. With respect to air carriage, Customer acknowledges that Malca-Amit will not declare a value for carriage to the air carrier unless instructed to do so. Notwithstanding the aforementioned, Customer agrees that the Carmack Amendment relating to motor carriers transporting cargo in the United States of America is excluded and shall not apply to the Services.

(MAEX-T&C-09.25)