

Jónar Transport hf.

TERMS OF SERVICE

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Jónar Transport hf. offers its customers comprehensive transport services. These general terms of service shall apply to all the company's services, as relevant, as the company's terms below stipulate.

These terms fall under definitions, general provisions, provisions regarding special services and other provisions.

DEFINITIONS

In these terms, the following concepts have these meanings:

"Customs import charges" means all tariffs and other taxes, fees, and obligatory costs incurred during customs processing of goods for import or export, as well as interest and costs accruing on such fees.

"Subsidiary" means another company in which the company owns a majority of votes and/or fully owns each time.

"Bill of lading" means a bill of lading and/or waybill for overland transport, air transport or carriage by sea, as applicable.

"The company" means Jónar Transport hf., Company Registration Number 440189-1219, Kjalarvogur 7-15, 104 Reykjavik, Iceland, and its subsidiaries, as well as anyone working as an employee or agent or in another capacity, on behalf of the company or its subsidiary.

"Land Transport Act" means the Land Transport Act no. 40/2010, as amended, as well as regulations, rules, and other official edicts set on the basis of the above act.

"Aviation Act" means the Act on Aviation no. 60/1998, as amended, as well as regulations, rules, and other official edicts set on the basis of the above act.

"SDR" is the international value unit that the International Monetary Fund uses. This value unit shall be used in calculating Icelandic currency in accordance with its exchange rate on the date payment is made.

"Navigation Act" means the Act on Navigation no. 34/1985, as amended, as well as regulations, rules, and other official edicts set on the basis of the above act.

"Customs Act" means the Act on Customs no. 88/2005, as amended, as well as regulations, rules, and other official edicts set on the basis of the above act.

"Customs documents" means a customs declaration and other documents that must be provided for customs clearance as required by the Customs Act, whether they are on paper or in electronic form.

"Subcontractors" means direct or indirect subcontractors, as well as employees, their agents, and their subcontractors.

"Goods" means the commodity or commodities, as well as the object of the service. It includes any kind of packaging and containers that were packed or used for collection. "Container" means any container, trailer, transportable tank, rack or pallet or any comparable carriage unit used to keep goods together.

"Customer" means an individual or legal person and signifies someone that has requested the company to perform a particular service and/or the one receiving the service, and/or the one

owning the goods to which the services pertain or the rights to the services, as well as someone working as an employee or agent or in another capacity, on behalf of named parties.

"Invoice" means the invoice presented for customs clearance of goods under the Customs Act, and that a customer originally delivers to the company for determining the customs value of the goods involved, and the invoice for goods containing information on the value of goods.

In these terms, "services" means all the services or tasks, or part of them, that the company undertakes for a customer, including, but not limited to, the following services that the company provides in its operations:

- a) trucking services – the company, as a carrier, picks up or sends goods domestically by land vehicle, ship or aeroplane;
- b) freight transport – the company undertakes transport of goods for a customer, is party to a goods transport agreement as a transporter in its name regarding carriage by sea, overland transport and/or air transport;
- c) freight forwarding – the company as a forwarder and intermediary undertakes forwarding and intermediation regarding transport between a sender and recipient, whether in Iceland or another country, by sea, land, or air, with a third party and is not a party to the bill of lading for the transport of goods;
- d) courier services – the company makes an express delivery to a recipient, whether in Iceland or another country;
- e) customs brokerage – the company, as a customs agent, undertakes customs clearance, customs documentation services, related consultancy, and settlement of Customs import charges on behalf of a customer, under the Customs Act;
- f) warehousing – the company, as a custodian, stores a customer's goods.

GENERAL PROVISIONS

1. Scope

The general provisions of these terms apply to all the company's customer services and all services and service components, unless otherwise stated in special provisions of the terms, whether paid for or not.

2. Remuneration

A customer shall pay fees to the company for the tasks and the services the company performs and provides to the customer. Also, a customer shall pay the company all costs that the company has paid on the customer's behalf. Remuneration and its payment shall be based on the company's tariff each time, unless otherwise agreed. If a commission and/or out-of-pocket costs are unpaid on the date of payment, the company may charge the customer penalty interest, as appropriate each time, counting from the date of payment, and all accrued collection costs.

3. The company's liability, its start and end

3.1 Liability

Under the general rules of the law of damages, the company is liable for a customer's proximate damages traceable to the company's intention or gross negligence or that of other people that the company is responsible for, excluding exceptions stated in these terms. Those maintaining that the company is liable bear the burden of proof for the company's liability.

3.2 Start of liability

If handling of goods is involved or services regarding goods, under Article 3.1, liability shall start when the company has gotten the goods into its custody. In all other instances, liability shall start based on when the services involved commenced.

3.3 End of liability

If handling of goods or services regarding goods is involved, the end of liability under Article 3.1 shall be based on when the goods have been delivered to the customer, or when the goods ought to have been delivered to it. In all other instances, liability shall end based on when the services involved are finished.

4. Amount of damages and exemptions from liability

4.1 Determination of damages

When the company is obliged to pay damages because of loss of or damage to goods, the amount of such damages must be calculated according to the value of the goods as stated on an invoice. If the value of the goods on an invoice is not available, such damages shall be calculated according to the value of goods of the same kind and quality as when the damage occurred. The burden of proof for the value of the goods under the above rests on the customer. Compensation for partial damage must be calculated proportionally; however, the compensation for partial damage can never exceed the amount for total damage.

4.2 Delays, lateness

The company is not liable under any circumstances for direct, indirect, or derivative damages, costs or spoilage resulting from delays or lateness. Also, the company does not guarantee that goods, documents, or other things will arrive in a particular place at a certain time or suit a specific market or use.

4.3 Indirect or derivative damage

Under no circumstances is the company liable for indirect or derivative damage or loss of profits. Nor is the company liable for the payment of damages regarding non-financial damage, antiquarian value, emotional value, or other special value.

4.4 Exceptions to liability

Under no circumstances is the company liable for any damage traceable to the causes specified below, which are not an exhaustive listing of events for which the company is not liable:

- 1) fire, explosion, or water damage, unless traceable to the company's gross negligence or its intention or the gross negligence or intention of employees that the company is responsible for;
- 2) unsatisfactory or defective packaging or product labels;
- 3) the customer's negligence or intention;
- 4) handling, loading, unloading, or stacking of goods, e.g., into a container or onto a pallet, that the customer or someone working for the customer did;
- 5) breakdowns, temporary power outages, power failure or something else resulting in a breakdown of freezing storage, freezing containers, cranes, vehicles, or other machinery of the company or malfunctioning unless it is traceable to the company's gross negligence or intention;
- 6) wrong or unsatisfactory information or documents from the customer or a lack of satisfactory or clear transport instructions;

- 7) documents or information that a customer has concealed from the company;
- 8) the customer does not fulfil its duty of information in respect of authorities or is reluctant to provide mandatory assistance to relevant authorities under laws or rules;
- 9) the customer defaults on payment of service fees, Customs import charges, penalty interest or other costs and/or other fees;
- 10) the customer violates these terms and/or some other agreement of the parties and/or a power of attorney regarding customs brokerage;
- 11) stoppage or limitation of manpower, strikes or lockouts, whether the company is involved in the matter or not, and whether, as specified above, it is legal or illegal; or
- 12) external events that are unforeseeable and impossible to prevent (force majeure), or other external circumstances that the company cannot control.

4.5 Customer's fault

Compensation to a customer shall be decreased or cancelled upon proof that the customer or someone acting on its behalf was involved in the damage because of intention or negligence. Also, a customer has a duty in all instances to limit its damage under the general rules of the law of damages.

4.6 Interest

Interest on claims against the company shall not start accruing until the rendering of a judgement.

5. Limitation of liability

The amount of damages for which the company may be liable under the provisions of these terms, cf. Articles 3 and 4, shall under no circumstances exceed what this provision of the terms states.

5.1 Special limitation

If handling of goods or services is involved, regarding goods, compensation for damage to or loss of goods cannot exceed SDR 2 for each lost or damaged kilogram of the goods' shipping weight or SDR 667 per piece or unit, whichever is highest. However, the compensation can never exceed the value of the goods, as determined under Article 4.1. In determining what is deemed to be one piece or unit, the criterion shall be what appears on the chit from receiving; or if such a chit was not issued, what the bill of lading, if issued, states regarding the transport of the goods.

In all other cases, when verification of the weight and/or the number of pieces of goods is not possible, the compensation cannot exceed SDR 7500 per damage or more instances of damage to the customer from the same cause.

5.2 General limitation

The company's liability in respect of all its customers shall be limited to SDR 100,000 regarding all claims arising from the same event. Authority for limitation under this article shall exist regardless of the basis for the liability. Each amount subject to limitation of liability under this article shall be divided between the claimants in proportion to their claims. This provision does not prevent employing Article 5.1 to limit the company's liability in respect of the customer involved.

6. Customer's duties and liability

The customer is liable to the company under the general rules of the law of damages. The customer guarantees that he is the owner or lawful holder of the goods delivered to the company, or that he has full power of attorney from the owner of the goods to request the specified services and to approve these terms on behalf of the owner of the goods. The customer is responsible for fulfilling all domestic and foreign laws, rules, and any governmental edicts regarding the goods and the services that it requests the company to perform. The customer guarantees that all documents and information it provides to the company and is required to provide, whether electronically or in written form, are correct and thorough. The customer realises that the company builds on these documents and information when it performs its services. If the customer provides no written instructions or request regarding particular handling, means of transport and/or storage of the goods, the company may handle, transport and/or store the goods as is generally done, and the company deems best each time. The company has no duty to open containers or packaging of goods or seek information from the customer or a third party to determine how to handle, transport, and/or store the goods. The customer is responsible for informing his employees or agents or others working for it of these terms. The customer, in addition to the previous article, must compensate and hold the company harmless from all consequences of the following: a) information and documents regarding the goods and/or other things that he gives the company are wrong, unclear or unsatisfactory; b) packaging of goods or labelling are poor or unsatisfactory; c) the loading or placing of goods, for example, on pallets or in a container, by the customer or people under his auspices was unsatisfactory; d) the goods have harmful or hazardous characteristics that were not explicitly specified; e) someone other than the customer builds on a right or authorisation and/or follows information or advice that the company has provided the customer; f) the company has been obliged to pay Customs import charges, taxes or other official fees without the company otherwise having assumed responsibility to do so; or g) the customer fails to perform and/or violates provisions of these terms.

7. Lien

The company shall have a lien on all goods and documents regarding the goods in the company's custody, regarding all its claims against a customer concerning the goods and regarding all other claims against it that are not in any way related to the goods. If the company intends to exercise the aforementioned lien, it shall notify the customer of this in writing. The notice shall generally specify the reason for the relevant measure, along with the amount of the claim or a consolidated figure if more than one claim is involved. If the customer fails to pay the claim following the above-mentioned notice, the company may sell the goods in any way that the company deems most favourable each time, for the account and at the risk of the customer and without specifically notifying the customer of this. If the proceeds of the sale of the goods does not settle the claim, the company has the right to get the difference paid from the customer, along with interest and costs. On the other hand, if there is excess from the sale after settling the claim, along with interest and costs, it shall be paid to the customer.

8. Hiring of subcontractors

The company may hire subcontractors on any terms to see to the jobs and services that the company undertakes in respect of a customer. All the company's employees and subcontractors have the right to invoke all provisions of these terms as relevant, provided that the company makes an agreement with the customer regarding the relevant services, both their own and as an agent and representative of such employees and subcontractors.

9. Notices

If these terms provide for one of the parties to send the other party a notice of any kind, it shall be sent provably to the address that the parties have provided or their registered domicile when the notice is sent. Care shall be taken that the notification has the intended meaning and the legal effect even if the recipient receives it garbled, too late or not at all.

10. Notification of damage and lapse of claim

The customer shall send the company a written notice of damage that it deems the company is responsible for, as soon as the damage becomes known and, at the latest, before ten (10) days have passed since the customer knew or ought to have known of the damage. The above-mentioned notice shall clearly state which goods and/or services are involved, the amount of the compensation claim, if possible, in addition to a reasoned argument supporting the claim against the company. The customer shall also give the company a chance to examine the goods deemed to have been damaged. If there is no notice of damage per the above, the right of the customer to demand compensation from the company because of the event is cancelled because of indifference. Despite the above provisions on notice, all claims against the company shall be cancelled because of lapse within one (1) year from the following times: a) if a claim for damage or spoilage of goods is involved, from delivery of the goods or the date that the company ought to deliver the goods to the customer; b) if customs brokerage is involved under Article 17 of the terms, from the date that the customs declaration was sent to the Customs Administration, whether it was by EDI or another way; or c) if neither applies, from the date that the relevant services were rendered.

Otherwise, the general rules of the Act on lapse of claims no. 150/2007, as amended, shall apply to the lapse of claims under these terms, or provisions of a special act on lapse of claims, as relevant.

11. Non-performance remedies and termination

The customer's substantial failure to perform its duties under these terms or an agreement with the company, and/or a power of attorney on customs brokerage, the company may immediately rescind the parties' agreement and/or power of attorney for customs brokerage. If non-performance is not substantial, the company may terminate the parties' agreement and/or power of attorney on customs brokerage with fifteen (15) days' notice, and it shall provably send its notice regarding this, calling for compensation within the above period; otherwise, the agreement shall be cancelled and, thereby, all the company's duties and liability. In cases other than those set out above, the company shall terminate the parties' agreement and/or power of attorney on customs brokerage with thirty (30) days' notice. These terms and their provisions do not in any way limit the company's right to exercise non-performance remedies under general laws and regulations.

12. Governing law and venue

Icelandic law shall apply to these terms and the legal relationship between the company and the customer. Any dispute arising between the company and the customer, or, depending on circumstances, a third party on any claims attributable to services that the company has provided or based on agreements, shall be conducted before the District Court of Reykjavik and Icelandic appellant courts, as relevant.

SPECIAL SERVICES

13. Driving services

The company undertakes driving services by a customer's written request. General provisions of these terms shall apply to the driving services that the company provides the customer. To the extent that driving services cover overland transport, Article 14 of the terms on freight transport apply to the driving services and, thereby, the Land Transport Act no. 40/2010 on the company's possible liability. Also, all limitations of liability and exemptions in the Land Transport Act no. 40/2010 apply to the company, as relevant, and the customer can only benefit from the mandatory minimal rights stipulated in the above act.

14. Freight transport

14.1 Carrier

The company undertakes the transport of freight by ship, aircraft, or vehicle, by a customer's written request. If such is involved, the company will issue a bill of lading to the customer in its name regarding freight transport, whether it is in the form of a bill of lading or waybill as the Maritime Act, Aircraft Act or Land Transport Act discuss, as relevant, in greater detail, or enter into another contract of carriage with the customer. The company's position is that of a carrier, and it conducts itself as such in respect of the customer. In a bill of lading or contract of carriage, the company may stipulate further terms or conditions regarding freight transport for the customer. A bill of lading or contract of carriage for sea transport shall state whether the company's freight transport is multimodal or port to port.

14.2 Liability for freight transport

When the company is a carrier, its liability for freight transport shall follow the terms of transport in the company's relevant bill of lading or contract of carriage and the applicable laws and rules, to the extent that provisions of the laws and rules are mandatory. Thus, the mandatory provisions of the Maritime Act on a carrier's duties and liability apply to carriage by sea; the mandatory provisions of the Land Transport Act no. 40/2010 on the duties and liability of a carrier apply to overland transport, and the mandatory provisions of the Air Transport Act on the duties and liabilities of a carrier apply to air transport, as relevant. All limitations of liability and exemptions mentioned in laws apply to the company, as relevant, and the customer can only benefit from the mandatory minimal rights stipulated in the above act. If permitted, the transport terms' provisions in the company's relevant bill of lading or contract of carriage shall always have priority over the aforementioned laws. Otherwise, the general provisions of these terms, including rules on liability (cf. Articles 4 – 5 of the terms) shall apply to the parties' legal relationship, as relevant.

15. Freight forwarding

15.1 Selection of transport mode

The company undertakes freight forwarding services by a customer's written request. The company is authorised to select transport modes and otherwise implement its services at its discretion each time if the customer has not otherwise stated a clear requirement or instructions.

15.2 Status of the parties

In freight forwarding, the company acts as an intermediary for transport of the customer's goods. When the company sees to freight forwarding for a customer, the company acts solely as the customer's intermediary and agent in respect of carriers and other third parties undertaking transport and/or other services regarding the goods. The company will not be a

party to an agreement making it an intermediary between the customer and carriers or other third parties.

15.3 Liability during freight forwarding

During freight forwarding, the company has no liability for damage that the customer suffers because of the actions or failure to act of a carrier or other third parties that have undertaken transport and/or other services regarding the goods, such as, but not limited to, the preparation of bills of lading, the actual transport, loading, offloading, storage, customs clearance or any other services or tasks regarding the customer's goods, or that are otherwise acting on his behalf unless there is proof that the company has acted with gross negligence in selecting a carrier or another third party or in organising the freight forwarding. Otherwise, the general provisions of these terms, including rules on liability (cf. Articles 3 – 5 of the terms) shall apply to the parties' legal relationship, as relevant.

16. Courier services

The company undertakes courier services by a customer's written request. The general provisions of these terms shall apply to the courier services (for example, under the name "Jónar Express") that the company provides to the customer. Insofar as the courier services are deemed to be freight forwarding, freight transport and/or customs brokerage, special provisions of the terms shall apply to such services, as relevant, cf. Article 14 on transport, Article 15 on freight forwarding, and Article 17 on customs brokerage.

Otherwise, relevant laws shall apply regarding the company's possible liability. Also, all limitations of liability and exemptions in laws apply to the company, as relevant, and the customer can only benefit from the mandatory minimal rights that such laws stipulate.

17. Customs brokerage

17.1 The status of parties and operating permit

The company undertakes customs brokerage services by a customer's written request. The company has a formal operating permit for customs brokerage, issued by the Customs Administration, in accordance with the Customs Act. The company is therefore authorised, under the Customs Act, to act on behalf of customers as a customs agent, in respect of the Customs Administration, regarding customs clearance of goods during importation and exportation. During customs brokerage, the company intermediates regarding customs brokerage and customs clearance of goods owned by the customer. When the company sees to customs brokerage for the customer, the company acts as a customs agent and agent for the customer in respect of third parties, whether it is the Customs Administration or other parties. The customer, as owner of the goods, is therefore responsible in respect of the Customs Administration for correct customs clearance, customs documentation services and payment of customs import charges.

17.2 Customs brokerage services

The company provides customs brokerage services based on the information that the customer provides to it. The company shall provide its customs brokerage in a normal and professional manner and shall, insofar as possible, take care that customs clearance, customs documentation, and other customs brokerage follow the Customs Act. If the company deems that information and/or documents from the customer are unsatisfactory for customs clearance of the goods, it shall call for the documents that are lacking. The company may postpone customs clearance and other customs brokerage services without prejudice until the customer has complied with the request. The company will send the customer a copy of custom clearance for review. Customs documents for temporary custom clearance shall be sent to the customer when temporary custom clearance is available. If the company suspects that

documents or information from the customer, or other details regarding customs brokerage of its goods are intentionally wrong or contravene the Customs Act, the company will notify the Customs Administration of this.

17.3 Power of attorney

The customer, by requesting brokerage services from the company, grants the company full and unlimited power of attorney to act on its behalf in respect of the Customs Administration regarding customs clearance, signing its name on a binding declaration on customs documents during customs clearance, and requesting a debit entry for the customer regarding Customs import charges under the customer's warrants for a grace period to settle Customs import charges at the Customs Administration.

17.4 Liability for customs brokerage

During customs brokerage, the company is specifically not liable for any kind of damage, whether direct or indirect, traceable to the following incidents: a) the transaction value of goods is ruled not to fulfil the provisions of Chapter V. of the Customs Act; b) a binding opinion on a tariff classification under the Customs Act has been requested and cancelled or changed after a complaint to the State Internal Revenue Board; c) the customer fails to perform its duty to inform or respond to requests from the Customs Administration, or fails to perform in another way to assist the Customs Administration to implement the Customs Act; d) delays occur during customs brokerage. Damages regarding customs brokerage shall specifically not exceed five times the company's remuneration for customs brokerage and/or customs clearance of the relevant goods. If it is not possible to verify the company's remuneration and, consequently, the above limitation amount, damages shall not exceed SDR 500 for each damage or other damages if their cause is the same. Otherwise, the general provisions of these terms, including rules on liability (cf. Articles 3 – 5 of the terms) shall apply to the parties' legal relationship, as relevant.

17.5 Payment of Customs import charges for the customer

Under no circumstances, is the company obliged to pay the customer's Customs import charges and has no duty to pay Customs import charges on the customer's behalf, unless the parties have specifically agreed such services and/or the customer delivers sufficient money to the company in advance to make such payments. The company assesses each time the amount that the customer must pay per the above. The company shall keep the money segregated in its accounting. If there is a remainder after paying Customs import charges and other claims against the customer that the company has, it shall be repaid to the customer.

17.6 The customer's duties and liability regarding customs brokerage

The customer must review all custom clearance that the company sends him per Article 17.2, whether they are in writing or electronic form, and check whether they are correct and let the company know immediately if they are not accurate or correct and supply the company with the points it needs to correct. If the customer does not comment on the custom clearance of a product specified in the customs number in the customs tariff within five (5) days of receiving the custom clearance, it shall be presumed correct, and that the customer has agreed the tariff classification involved and the customs clearance of the product. The customer warrants that it has a valid permit from the Customs Administration for a grace period to pay Customs import charges, each time, and undertakes to notify the company in a provable manner of all changes made to the permit and/or if the permit expires during the validity period of the company's power of attorney for customs brokerage. The customer shall immediately notify the company provably if he fails to pay Customs import charges, and if the Customs Administration refuses a permit for customs clearance. The customer is objectively liable for all direct and indirect damage to the company because information and/or documents that the customer gave the company are wrong, misleading, unsatisfactory or not in accordance with law. The customer

is liable for the payment of Custom import charges and/or other fees per the Customs Act. Should the company have to pay Customs import charges or any other payments following a decision of the Customs Administration or courts because of wrong tariff classification or responsibility per Article 33 of the Customs Act or other events, the customer shall pay the company such fees or payments, along with the highest penalty interest allowed by law and compensate the company for the damage and costs, including legal costs, that the company has incurred from such payment and hold the company harmless from all consequences. The start of the expiration period for such a reimbursement claim shall be the date that the company pays the above fees.

18. Storage of goods

18.1 The customer's duty to inform

The company undertakes the storage of goods by the customer's written request. The general provisions of these terms apply to the customer's duty to inform. Regarding the storage of goods, the customer is responsible for delivering goods after providing the company with necessary and clearly stated information on the storage and handling of the goods, including, but not limited to, the proper temperature and/or conditions for storing the goods. The customer shall specifically notify the company if goods pose a threat beyond that customarily deemed, such as if they contain hazardous substances and/or are flammable. The company reserves the right to dispose of goods without notice if they pose a threat, have caused damage to other goods, or if the goods are unsuitable for storage. The company is not liable for damage to the customer under such circumstances, and the customer shall hold the company harmless from damage or costs regarding disposal, damage to other goods or other costs regarding disposal under this article.

18.2 Manner of storage selection

If the customer states no instructions or request for special handling and storage of goods, the company may store and put the goods anywhere in its storage area as the company deems best each time. The company has no duty to open containers or the packaging of goods or seek information from the customer or a third party to determine how to handle, transport, and/or store the goods.

18.3 Guarantee period

The company's liability for custody, under general rules, starts upon delivery of the goods to the warehouse and ends with delivery of the goods to the customer with an endorsement for receipt, to the customer's agent with an endorsement for receipt, to the transporter for transport of the goods, or a written notification to the customer of the conclusion, termination or rescission of the parties' agreement on storage of the goods. Otherwise, the general provisions of these terms, including rules on liability (cf. Articles 3 – 5 of the terms) shall apply to the parties' legal relationship, as relevant.

18.4 Insurance

Upon delivery to the company, the customer's goods shall be insured against fire, water damage and theft. The insurance amount shall at least cover the value of the goods according to an invoice for the goods or a receipt certificate, in addition to Customs import charges. The customer shall present a satisfactory insurance certificate upon delivery of the goods to the company or later if the company so requests. Should the insurance certificate not be valid while the goods are in the company's custody, or the goods are not insured for other reasons, the company may insure the goods at the customer's expense. The customer shall hold the company harmless from exercising such authority and pay the company its out-of-pocket expenses no later than upon delivery of the goods from the warehouse. Lack of a valid

insurance certificate is deemed substantial non-performance of the customer, which authorises the company to rescind the agreement for services without notice.

Other provisions

19. Insurance

The company does not automatically insure goods that it or its subcontractors store. For this reason, the customer is advised to insure all goods against any insurable damage.

20. Special solutions

The general provisions of these terms shall apply to special solutions that the company provides to the customer that are not specifically discussed in these terms. In so far as a special solution falls under a type of special services, for example, freight forwarding, freight transport, and/or customs brokerage, specific provisions of the terms govern such services, as relevant, as well as the company's status and liability. Otherwise, relevant laws shall apply. Also, all limitations of liability and exemptions in laws apply to the company, as relevant, and the customer can only benefit from the mandatory minimal rights that such laws stipulate.

21. Uncertainty regarding services

If there is doubt about which services the customer has requested the company to undertake, or if there is inconsistency in the customer's requests to the company regarding services, or no written request from the customer is available regarding specific services, the company shall presume that it has undertaken freight forwarding for the customer, cf. Article 15 of these terms.

22. Inconsistency

Provisions of the terms in Articles 13 – 19 specifically apply to particular components of the company's services. If, for any reason, there is inconsistency between general provisions and provisions on special service components under Articles 13 – 19 of the terms, the provisions on special service components shall have priority.

If it turns out that, on one hand, these terms and, on the other hand, mandatory laws, the company's bills of lading, and/or other written terms of the company specifically agreeing on the validity of the legal relationship of parties are inconsistent, the above-mentioned laws and special terms shall have priority over these terms.

23. Validity

These terms shall apply to the legal relationship between the customer and the company. The terms also apply to the legal relationship between the company and other relevant parties, such as the owner of the goods, if the party is not also the customer. These terms, including exemptions from liability, defences, rights, and limitations of liability, shall apply to any legal action against the company, whether the claim is based on an agreement or liable conduct outside agreements, and even if intention or gross negligence or rejection of an agreement or substantial non-performance gives rise to liability.

24. Entry into force

The terms shall enter into force as of 31. August 2020 and shall apply to all services falling under the terms as of that date.

Every reference to service terms in any agreement that the company has entered into with its customers or elsewhere shall, as of 31. August 2020, be a reference to these, the company's,

terms of service. The company reserves the right to change these terms at any time. The changes shall enter into force as of the date that changed terms are published on the company's website.

This is a translation of terms of services of Jónar Transport hf. In case of inconsistency the original Icelandic text shall prevail.