



ANNEX 1
A: CONTRACTUAL CONDITIONS OF SERVICE
INTERNATIONAL CARGO AGENT
4-MPV-010/ V. 12 / 13-Dic-2024

The service of MAP CARGO S.A.S., as International Freight Forwarder and/or Logistics Operator is governed by the Clauses described below and likewise with the contracts on the back of the different transportation documents.

For the purposes of the following contract, THE CLIENT shall be the natural or legal person to whom MAP CARGO S.A.S. services quotation is addressed, and whom, catching up with such services quotation, gives instructions for implementation thereof. In the same manner, MAP CARGO S.A.S. shall hereinafter be THE COMPANY.

1. Object:

1.1. The object of this contract between THE COMPANY and THE CLIENT is to be international cargo agents, construed as coordination activity of freight transportation. Therefore, upon acceptance of this contract, THE CLIENT empowers THE COMPANY broad and sufficiently to act on its behalf and representation as REPRESENTATIVE TRADE AGENT for the procurement of all necessary freight transportation services, as required in the quotation, so that merchandise arrives at their final destination in the most timely and efficient manner. Thus, THE COMPANY may enter, on behalf of THE CLIENT, in full freedom and simply in an expository manner, into: transportation, insurance, packing, stevedoring, port operations, loading, unloading, escort or accompaniment, storage, and others contracts.

1.2. THE CLIENT understands and agrees that THE COMPANY shall never undertake acting neither as freight forwarder, nor as contractual or de facto carrier, but instead its management is STRICTLY AND EXCLUSIVELY defined as REPRESENTATIVE TRADE AGENCY.

2. Shipping Instructions:

2.1. In order to begin implementation of the services listed in quotation, THE CLIENT must fill out fully and clearly the SHIPPING INSTRUCTIONS form.

2.2. Notwithstanding the foregoing, any communication by THE CLIENT of which purpose is to begin the implementation of services provided by THE COMPANY, shall be construed as acceptance of the quotation, including, but not limited to the SHIPPING INSTRUCTIONS form.

3. Compliance of Requirements: it is a responsibility of THE CLIENT making sure to know and comply with all customs, health and legal requirements established in the country of origin and / or destination, prior to shipment.

3.1. Besides complying with administrative provisions set out by national authorities such as DIAN – UIAF External Circular Letter No. 170, Counternarcotics Police Accountability letters, Civil Aviation Requirements and those demanded by THE COMPANY for proper performance of its activity as international cargo agent.

4. Packing: It is the responsibility of the shipper to verify that the package is suitable for international transportation, according to particular features of goods. This includes compliance with International Standard on Phytosanitary Measures NIMF No.15 and ICA Resolution 1079 of 2004, for handling wooden packaging. For further information please check: www.ica.gov.co.

5. Client's Obligations:

5.1. THE CLIENT shall send the **Shipping Instruction** timely and in writing, **which is attached to the quotation** completely filled out, reporting number of pieces, weight, dimensions, volume and packing of cargo, whether it is dangerous goods, place of receipt and delivery of cargo, commercial terms of purchase, means of transportation required, procedure or destination that will be given to merchandise once unloaded at the place of arrival, in addition to documents required for cargo transportation and health and customs police formalities if so is required by customs authorities at departure or arrival of commodities.

5.2. Any verbal instruction must be confirmed in writing and the complete and correct delivery of all information related to the service requested is responsibility of THE CLIENT, it is not an obligation of THE COMPANY to corroborate such information, in case of evidence of any discrepancies in the information, THE COMPANY shall inform to THE CLIENT so that the latter verifies and clarifies its instruction. In any case, written information shall always prevail.

5.3. THE CLIENT ensures that the documents submitted to any governmental entity and to THE COMPANY are true and accurate, and it shall be liable for any consequence emerged from false or loose statements.

6. Weight/Volume: The value of freight can vary depending on actual weight and/or volume of freight at the moment of

delivery to shipper.

7. Weight and Pieces: THE COMPANY works on the basis of gross weight and number of pieces; neither THE COMPANY nor its foreign agents perform opening parts, inventory of goods, or their re-packing, unless there is an express order in writing by THE CLIENT, who accepts to bear costs thereof.

8. Transit Times:

8.1. Transit times set in quotation correspond to the estimated transportation times between port or airport of departure and port or airport of destination, these are for informational purposes only and do not represent a commitment or obligation as to the time of delivery by THE COMPANY, since these are subject to change by different particular logistics circumstances in freight transportation, as well as to times required to perform other related activities necessary for carrying of freight transportation.

8.2. Completion of shipment is subject to room availability in means of transportation, which can be affected by many circumstances beyond control of THE COMPANY and actual carriers, such as climatic factors, peak seasons of perishables, high-occupancy of passengers and luggage, ports and airports conditions, embargoes established on types of goods or transportation equipment etc.

8.3. Transshipment or connections may be subject to authorization of international transit by local customs and on business days of the port or airport of transshipment or connection, as well as to cargo volume backlogged therein.

9. Liability:

9.1. THE COMPANY shall be liable to THE CLIENT for cargo damages or losses solely attributable to guilt proven on THE COMPANY in the development of this contract. Notwithstanding, the provisions of paragraph 10 below regarding the limitation of liability shall apply, without prejudice to the provisions of the supranational agreements described on the back of the transport documents.. In no case shall THE COMPANY be liable for improper implementation of the contracts signed on behalf of THE CLIENT

9.2. In the event that cargo is damaged or lost, while in custody of third parties hired by, and on behalf of THE CLIENT, it shall be responsibility of the latter, and claims must be submitted against them. THE COMPANY will support THE CLIENT in their claims against other intermediaries or third parties, hired by, and on behalf of THE CLIENT.

9.3. Provision of service by THE COMPANY shall be subject to service availability conditions of shippers and suppliers and/or third parties.

9.4. At no time shall THE COMPANY be liable for damages and/or losses caused by improper packaging of the goods, which is the responsibility of the shipper, and also its responsibility begins at the time of taking the goods into its custody and in accordance with the Incoterm negotiation term agreed between the CLIENT and its shipper.

10. Limitation of Liability

10.1. For all operations as International Cargo Agent, THE COMPANY's liability shall not exceed in any case, as assumed by air, shipping, land, and rail lines or other operators involved in these operations and of which limitation is specified in the shipping documents or by legislation of the country where service is rendered.

10.2. In case that THE COMPANY is found liable for breach of their contractual obligations, the corresponding compensation is limited to an amount equivalent to 26 SDR (Special Drawing Rights) per kilogram in air transport, and for maritime or land transport of 666.67 SDR per bulk or per unit, or of 2.00 SDR per

gross weight kilogram of lost, damaged or spoiled goods. In any case, THE COMPANY's maximum liability shall not exceed the amount of cargo transported.

10.3. THE COMPANY shall not be liable regarding any loss, damage or expense, such as lost profits, lost customers, fines, claims for losses due to depreciation or conventional fines or fluctuations in exchange rates.

10.4. THE COMPANY shall not be liable for delays caused by force majeure, unforeseeable circumstances or acts of third parties.

11. Declared Value of Goods

All of THE COMPANY's Service Quotations are based on commercial rates subject to liability limitations stated in section 10 of this contract. In case that the contracting parties agree on applying a Declared Value of Goods, the corresponding rate shall be set and it shall be stated explicitly in the relevant shipping document (s) and in Quotation. If the value of goods is not included as Declared Value in the shipping document (s), it shall be construed that such amount has not been declared. Under no circumstance, the provision of information and documents by THE CLIENT to THE COMPANY shall be taken as a declaration of value of goods.

12. Dangerous Goods

12.1 Dangerous Goods are those products or substances that due to their particular features are able to put health, safety, means of transportation, or the environment, in risk.

12.2. Regardless of the agreed Incoterm, knowledge of merchandise in terms of technical specifications, as well as packaging and signing of the dangerous goods declaration, are solely the responsibility of the shipper.

12.3. Packaging and quantities per packaging unit, must meet the requirements specified in standards set for the carriage of dangerous goods, both international and from the countries of origin, transit and destination. Compliance with such standards is the responsibility of the shipper and its breach could have civil and penal consequences.

12.4. It is the shipper's responsibility to report prior to shipment whether the goods are considered hazardous for international transportation, or if it includes batteries and providing the relevant Safety Data Sheet.

13. Cargo insurance for transportation

13.1. For all operations as International Cargo Agent, merchandise must have an insurance policy which is required for beginning the operation, otherwise it travels at risk of THE CLIENT and it is not insured by THE COMPANY, unless there is express and full instruction by writing in the Shipping Instructions form. For such effect, shall apply general conditions of insurance (annex 2) and the corresponding policy certificate will be sent.

13.2. In case of damage or loss of goods the CLIENT must claim to its insurance company; THE COMPANY will only receive claims in subrogation of the insurance companies that directly cover the goods.

13.3. As the client's representative agent, THE COMPANY offers door-to-door merchandise insurance service according to general terms of insurance (ANNEX 2) and those set out in each policy certificate issued at the moment of acquisition.

14. Billing and Payment:

14.1. THE COMPANY shall invoice THE CLIENT for the total of their services and such invoice shall include those hired by, and on behalf of THE CLIENT in Colombian Pesos, by applying the representative market rate plus twenty (20) pesos, or in USA Dollars, where payment must be received in Colombian Pesos at the Representative market rate of payday plus twenty (20) pesos;

provided that it is not less than the reference exchange rate of the invoice, in which case the bill must be paid at the reference exchange rate stated therein. In cases of debt, the deadlines stipulated shall be set in writing and according to terms agreed on for such purpose by the parties.

14.2. MAP CARGO, will invoice Customer for all costs related to additional charges arising from demurrage and charges made by shipping companies in the cases in which the customer to generate demurrage in the return of the empty containers or damage to the same. In this way, the client is responsible for paying these values once they be invoiced by the company.

14.3. Exportation: Export: Unless expressly agreed in writing; For exportation shipments, payment of the down payment request or invoice is a requirement for clearance of cargo. THE COMPANY reserves the right to accept export shipments with freight for payment. Should surcharges at destination for non-timely receipt of cargo emerge, and the conveyor collects those charges to THE COMPANY, these charges must be borne by the exporting CLIENT.

14.4. Importation: Unless expressly agreed in writing; In Importation Shipping, payment of the down payment request or invoice is a requirement for release of original transportation document.

14.5. THE CLIENT undertakes to pay to THE COMPANY all costs incurred for the operation once this is accepted in accordance with section 2 of this agreement. If by any reason, THE CLIENT decides to cancel or postpone the operation, it will still pay to THE COMPANY the expenses incurred to the date of withdrawal, including exchange differences and/or bank expenses incurred by THE COMPANY for their operation procedure.

14.6. THE CLIENT shall reimburse THE COMPANY any tax, fee and derived from service as well as payments that have been made directly with suppliers, previously authorized by THE CLIENT, by submitting the respective proof of expenses.

15. Effective Rate

Fees and other charges are subject to change with or without prior notice by effective carriers and other logistics operators. Therefore, it will be informed for prior authorization and quotation update. THE CLIENT must check validity of the quotation when submitting the Shipping Instructions.

16. Expiration and Reclamation Period

16.1. Upon delivery of cargo at destination THE CLIENT and/or agent is under obligation to check status and condition thereof, leaving a record in the delivery document of any irregularities, otherwise it shall mean that the cargo was delivered uneventfully. It is THE CLIENT's and/or agent's responsibility to report by writing on any claims within five (5) calendar days following cargo reception, otherwise, the right to make any claim will be lost.

16.2. THE COMPANY may support the CLIENT in their claims against carriers and others involved in the logistics chain hired by, and on behalf of THE CLIENT.

17. Negotiation Term

Regardless of the Incoterm agreed between shipper and agent, knowledge of merchandise in terms of technical specifications, as well as packaging and signing of the dangerous goods declaration, is solely the responsibility of the shipper. THE COMPANY will have no impact on the choice of such term and/or negotiation and therefore THE COMPANY shall not be liable for the consequences of such choice.

The responsibility of the COMPANY begins at the moment of taking the goods under its custody, according to the Incoterm negotiation term agreed between the CLIENT and its shipper

18. VALIDITY. These contract terms come into force from acceptance of the quotation and development of shipping instruction.



ANNEX 1
B: CONTRACTUAL CONDITIONS OF SERVICE
INTERNATIONAL MULTIMODAL TRANSPORTATION OPERATOR
4-MPV-010/ V. 11 / 09-Jul-2024

Notwithstanding the contractual obligations agreed on in Part A of this document, Decisions 331 and 393 of the Cartagena Agreement Commission govern MAP CARGO S.A.S. service, as International Multimodal Transportation Operator. To every Multimodal Transportation operation shall be applicable the provisions contained in the Andean International Multimodal Transport Contract.

All Multimodal Transport Operation must have a Merchandise Transportation policy, which is a requirement for beginning this service. In case of damage or loss of cargo the CLIENT must claim to his insurance company; MAP CARGO S.A.S. will only receive claims in subrogation of the insurance companies that directly cover the cargo.

ANDEAN INTERNATIONAL MULTIMODAL TRANSPORT CONTRACT

Definitions:

1. Agent – the person authorized for receiving merchandise from the International Multimodal Transportation Operator.
2. International Multimodal Transport Contract – I.M.T.C. - The contract under which an International Multimodal Transportation Operator undertakes, in writing and upon counter payment of freight, to implement International Multimodal Transportation of Merchandise.
3. Special Drawing Right - SDR - The unit of account as defined by the International Monetary Fund.
4. International Multimodal Transportation Document – I.M.T.D. – the document that proves existence of an International Multimodal Transport Contract and certifies that the International Multimodal Transportation Operator has taken merchandise under its custody and has committed to delivering them in accordance with the terms of that contract. It can be replaced by messages of electronic data interchange - EDI and be outputted as a) Negotiable or b) Non Negotiable, stating the agent's name.
5. Delivery – the fact of putting merchandise: a) in hands of the agent; b) at disposal of the agent, according to the International Multimodal Transportation Contract or with trade standards or practices in question, applicable at the place of delivery, or c) In the hands of an authority or other third party, in possession of which, under the laws or regulations applicable at the place of delivery, merchandise shall be put.
6. Shipper – the person that enters into the International Multimodal Transportation Contract with the International Multimodal Transportation Operator.
7. Merchandise – all kinds of goods including living animals and containers, pallets or other transportation or analogous packaging elements, that had not been supplied by the International Multimodal Transportation Operator, regardless that such goods are to be or are being carried over or under deck.
8. International Multimodal Transportation Operator - I.M.T.O. – Any person who, by themselves or through another one acting on their behalf, enters into an International Multimodal Transportation Contract, acts as the main person, not as an agent or on behalf of the shipper or carriers who participate in transport operations, and undertakes the responsibility for its compliance.
9. Carrier – the person who, in facts, conducts or orders transportation, or a part of it, whether or not it is the International Multimodal Transportation Operator.
10. International Multimodal Transportation - The carriage of goods by two different modes of transportation at least, pursuant to a single International Multimodal Transportation Contract, from a place in which the International Multimodal Transportation Operator takes merchandise under its custody to another place appointed for its delivery.
11. Take under Custody – the fact of putting merchandise in the hands of the International Multimodal Transportation Operator, and that the latter accepts so for its transportation.

Conditions:

1. **Liability of the International Multimodal Transportation Operator.**
 - a. When the I.M.T.D. has been issued in a negotiable manner "to bearer", to the person submitting any Document originals;
 - b. When the I.M.T.D. has been issued in a negotiable manner "to account payee", to the person who submits any Document originals fully endorsed;
 - c. When the I.M.T.D. has been issued in a negotiable manner on behalf of an appointed person, to this person, upon proof of their identity and upon submission of any Document originals. If such Document has been endorsed "to account payee" or blank, provisions in paragraph b shall apply);
 - d. When the I.M.T.D. has been issued in a non-negotiable manner, to the person appointed in Document as agent, upon proof of their identity; and,
 - e. When no document on paper has been issued, to the person appointed in instructions received from shipper or from a person entitled with shipper or agent rights, for providing such instructions, according to the I.M.T.C.

1.1. I.M.T.O.'s liability for merchandise covers the period from the time it takes goods under their custody until the moment it delivers them.

1.2. I.M.T.O. shall be liable for actions and omissions by its employees or agents during performance of their duties, or those by any other person to whom services it turns to for compliance of contract, just as if such actions were their own.

1.3. I.M.T.O. undertakes to implement or order implementation of all actions necessary so that merchandise is delivered:

1.4. The I.M.T.O. shall be liable for harm resulting from loss, damage or deterioration of goods, as well as for delay in delivery, if the event that caused the loss, deterioration, damage or delay in delivery took place while the goods were under their custody according to terms in section 1.1., unless it proves that it, its employees or agents, or any other people referred to in section 1.2, took all measures that may be reasonably required to avoid the occurrence and its consequences. Nevertheless, the I.M.T.O. shall not be liable for harm and damage arising from delivery delay, unless the shipper had made a declaration of interest in delivery within a specified period of time and it had been accepted by I.M.T.O.

1.5. There is delay in delivery when merchandise has not been delivered within the term expressly agreed on or, in the absence of such an agreement, within the term that, given the circumstances of the case, would be reasonable to demand from a diligent I.M.T.O. If the goods have not been delivered within ninety calendar days following the date of delivery, determined in accordance with the preceding paragraph, the shipping agent or any other person entitled to claim the goods may, in the absence of evidence to the contrary, deem them as lost.

1.6. Notwithstanding the provisions of section 1.4., the I.M.T.O. shall not be liable for loss, damage, deterioration or delay in delivery of the carried merchandise, if it proves that the fact which caused such losses, damage, deterioration or delay, has occurred during such transportation, due to one or more of the following circumstances: Act or omission of the shipper, or its representative or agent; Insufficiency or defective condition of packing, marks or numbers of merchandise; Handling, loading, unloading, and stevedoring of merchandise made by the shipper, or by its representative or agent; own or hidden defect of merchandise; Strike, lock-out, stoppage or obstacles imposed totally or partially at work and other events beyond control of the I.M.T.O., duly proven.

1.7. The amount of compensation for loss, damage or deterioration of merchandise shall be determined according to their value at the place and time of delivery to the agent or at the place and time in which, according to I.M.T.C., should have been delivered. The value of goods shall be determined according to the price they have on a merchandise stock or, failing that, in accordance with the price they have in market or, failing to have such quotation or price, depending on the usual price of goods of the same nature and quality.

2. International Multimodal Transportation Operator Limitation of Liability.

2.1. Unless nature and price of merchandise had been declared by shipper before the I.M.T.O. had taken them under its custody, and that such information had been stated in the I.M.T.D., I.M.T.O.'s liability for harm emerging from loss, damage or deterioration of merchandise, shall be limited to a maximum amount equal to 666.67 SDR per bulk or unit, or to 2.00 SDR per gross weight kilogram of lost, damaged or deteriorated merchandise, should such amount be higher.

2.2. If a container, pallet, or analogous transportation element is loaded with more than one bulk, and so is stated in the I.M.T.D., such bulks shall be deemed as a carried cargo unit.

If the mention appointed in the said document is omitted, all merchandise contained within the container, pallet or analogous transportation element, shall be deemed as a single carried cargo unit.

2.3. Notwithstanding the provisions of sections 2.1, and 2.2, if the International Multimodal Transport does not include, according to contract, transportation of goods by sea or inland waterways, I.M.T.O.'s liability shall be limited to a maximum amount equal to 8.33 SDR per gross weight kilogram of lost, damaged or deteriorated goods.

2.4. When the loss, damage or deterioration of goods have been produced in a specific phase of International Multimodal Transport, for which an applicable international convention or mandatory national law would have set a liability limit higher than expected between the parties, such a limit shall be applied.

2.5. If the I.M.T.O. was liable for harm resulting from delay of delivery or by any loss or deterioration, indirect damage other than loss, damage or deterioration of goods, its liability shall be limited to an amount that shall not exceed the amount equal to freight that must be paid for International Multimodal Transport pursuant to the relevant contract.

2.6. I.M.T.O.'s accumulated liability shall not exceed the limits of liability for total loss of merchandise.

2.7. The I.M.T.O. may not benefit from the limitation of liability if there is evidence that loss, damage, deterioration, or delay of delivery emerged from action or omission attributable to it, carried out with recklessness or with the intention of causing such loss, damage or deterioration, and knowing that loss, damage, deterioration, or delay would probably occur.

3. Shipper's Liability

3.1. The shipper, either acting directly or through an intermediary, shall ensure to the I.M.T.O. the accuracy of all data relating to the general nature of goods, their brands, number, weight, volume and amount, and, if that were the case, to their hazardous nature, at the time it takes merchandise under its custody for listing in the I.M.T.D.

3.2. The shipper shall compensate the I.M.T.O. for harm resulting from inaccuracy or insufficiency of data mentioned in the aforementioned paragraph, and it shall continue to be liable even if it had transferred the I.M.T.D.

I.M.T.O.'s right to such compensation shall not limit whatsoever its liability pursuant to I.M.T.C., regarding any person other than the shipper.

4. Notices, claims, actions, and prescription.

4.1. Unless that the agent notifies the I.M.T.O. by writing, on the loss or damage, specifying at the time when merchandise had been put into their hands, the fact of having received them, shall establish presumption, unless proved otherwise, that the I.M.T.O. has delivered merchandise just as described in the I.M.T.D.

When the loss or damage are not noticeable, presumption of the preceding paragraph shall be applied, if not given written notice within six consecutive days following the date on which the goods were handed over to the agent.

4.2. Except for expressly agreed otherwise, the I.M.T.O., shall be exempt from all liability pursuant to provisions of this Agreement:

If judicial or arbitral action is not brought within nine (9) months as from the delivery of goods or, if it has not been delivered, from the date on which merchandise should have been delivered or from the date on which, according to provisions in section 1.5 closing paragraph, the lack of delivery of goods would have given the shipper the right to deem them lost.

4.3. Standards of this I.M.T.C. shall apply to all claims directed against the I.M.T.O., regarding compliance with the I.M.T.C., regardless of whether the claim is based on contractual liability or in extra contractual liability.

In the same manner, these shall be applied to all claims related to compliance with the I.M.T.C. that are addressed against any I.M.T.O.'s employee or agent, or against any other person to which services it turns to for compliance of such contract, regardless that such claims are based on contractual or extra contractual liability. Accumulated liability of I.M.T.O. and its employees, agents or other people hired by it, will not exceed the limits set out in sections 2.1. to 2.6.

5. Jurisdictions and Competency.

5.1. At choice of the plaintiff, legal actions arising from I.M.T.C. shall be known by competent Judges or Tribunals of any of the following places, in accordance with the law of the respective country: a) I.M.T.O.'s primary residence; b) Place where I.M.T.C. was entered; c) The place where merchandise had been taken into custody for International Multimodal Transport; d) the place of delivery of merchandise; or, e) Any other place appointed for such purpose in the I.M.T.C. and listed in the I.M.T.D.

5.2. Notwithstanding the provisions in the preceding paragraph, the parties may agree in writing that all controversy regarding I.M.T.C. shall be subjected to arbitration, in which case, appointment of the arbitrator shall be made after submission of the claim.

Legal Actions shall be brought before the arbitrator or arbitral tribunal proving to be competent in accordance with provisions in section 5.1, which shall be obliged to implement the provisions of this Contract.

6. Transportation Modes and Route.

The I.M.T.O. must adjust to the agreed on between this and the other party, regarding use of modes, route and procedure to follow in handling, transfer, storage and transportation of goods.

7. Delivery.

If merchandise carried by the I.M.T.O. are not received by the agent in accordance with terms agreed on in the I.M.T.D., having been given proper notice of arrival in a timely manner, the I.M.T.O. it may deposit them or take other precautionary measure at the expense of the agent while the case is decided by the competent authority.

In any case, the I.M.T.O. shall give timely and detailed notice to shipper.

8. Freight and Fees.

8.1. Freight shall be paid under the terms agreed and in the currency agreed in the I.M.T.D.

8.2. All sums due, taxes and fees and other expenses in connection with the goods carried shall be paid by the shipper and/or agent depending on the agreed Incoterms.

8.3. The shipper ensures accuracy of the declaration of contents, insurance, weight, measurements and value of goods. However, the I.M.T.O. reserves the right to inspect the contents and verify weight, measurements or value. If at such inspection, it is found that the statement is not correct, it is agreed to be paid the lower amount between a sum equal to five times the difference between the correct amount and the freight charged, or double the correct freight minus the freight charged, to I.M.T.O. as compensation for their inspection costs and losses of freight on goods, without prejudice to any other amount stipulated in the I.M.T.D. as payable freight.

8.4. In case that the I.M.T.O. does not exercise their right to inspect data supplied by the shipper of merchandise, it is assumed that those contained in Document are true.

9. Lien.

The I.M.T.O. will have a lien on goods, for any amount due under this I.M.T.D., including storage charges and for the cost of recovery thereof, and it may demand such right of lien in any reasonable manner it may deem appropriate.

Common Average. In case of Common or General Average, we shall proceed in accordance with International Maritime Law.