

## 1. INTRODUCTION

- 1.1 Before using myCEVA please carefully read these Terms as they govern the use of myCEVA and any contractual relationships deriving from such use, unless and to the extent prevailing valid contractual arrangements are in force between the Customer and CEVA in respect of the relevant Shipment.
- 1.2 These Terms are expressly accepted by the Customer and form an integral part of the contract concluded between the Customer and CEVA, and any and all Services are strictly subject to these Terms. Any Customer terms and conditions are expressly excluded and shall be of no effect.
- 1.3 myCEVA is a business-to-business platform and is not valid for use by private individuals. CEVA rejects in advance any offers that may be made by individuals not acting on behalf and in the name of a company.

## 2. DEFINITIONS

**Affiliate** means:

- (a) any company 50% or more of the voting stock or voting equity interests of which are owned directly or indirectly by a party;
- (b) any company which directly or indirectly owns 50% or more of the voting stock or voting equity interests of a party;
- (c) any company directly or indirectly controlling or under control of a company as set out in (a) and (b); and
- (d) in the case of CEVA only, any company that has entered into a representation or agency agreement (or any similar arrangement with any member of the CEVA Group.

**Carrier** means Pyramid Lines Ltd. (trading as Pyramid Lines), of Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong.

**CEVA** means the operating entity within the CEVA Group that has its registered office in the origin country of the Shipment, or any other operating entity within the CEVA Group that is notified to the Customer by email.

**CEVA Group** means CEVA Logistics AG and its Affiliates.

**CEVA Terms** means the terms and conditions of service of CEVA, a copy of which can be provided to the Customer on request.

**company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

**Customer** means any company using myCEVA, and includes any person having any rights or obligations under a contract of carriage concluded with CEVA to whom these Terms apply, including (without limitation) any person named in any Transport Document as shipper or consignee.

**Indemnify** shall include defending, indemnifying and holding harmless.

**International Conventions** means, as applicable, the International Convention for the Unification of Certain Rules Relating to the Bills of Lading (the **Hague Rules**); the Protocol to Amend the Hague Rules, February 23, 1968 (the **Hague-Visby Rules**); the United States Carriage of Goods by Sea Act (**COGSA**); the Convention for the International Carriage of Goods by Road (**CMR**), and the Uniform Rules Concerning the Contract for International Carriage of Goods by Rail (**CIM**), as amended by the Convention Concerning International Carriage by Rail (**CIM-COTIF**) or any other mandatory convention applicable to the international carriage of goods.

**Legal Notice** means the conditions applicable to the use of myCEVA, available [here](#).

**Liabilities** means any and all claims, demands, losses, damages, liabilities, fines, penalties, costs and expenses, including (without limitation) legal costs and expenses, of whatsoever nature and howsoever arising.

**Local Currency** has the meaning given in clause 9.3.

**NRA** means a confidential Negotiated Rate Agreement, regulated by the Federal Maritime Commission relating to US Shipments.

**Services** means the services agreed between the Customer and CEVA, including (without limitation) forwarding, handling, consolidation, carriage, storage in transit, customs clearances, issuance of documentation and any ancillary services thereto.

**Shipment** means the goods CEVA, its Subcontractor(s) and/or agent(s) physically take over for the provision of the Services.

**Subcontractor** means any service provider CEVA chooses to subcontract all or parts of the Services to, in each case in its own name and on its own behalf.

**Terms** means:

- (a) these terms and conditions;

- (b) the CEVA Terms; and
- (c) the Legal Notice;

and, in the event of any ambiguity, inconsistency or conflict between the provisions of any of the documents comprising the Terms then the documents take precedence in the order set out above.

**Trading Currency** has the meaning given to such term in clause 9.3.

**Transport Document** means the document issued by CEVA as agent of the Carrier to the Customer setting out the conditions of the contract of carriage of a Shipment, including (without limitation) any bill of lading or sea waybill.

**US Shipment** means any Shipment that involves carriage to, from or through any port in the United States of America.

**Vessel-Operating Carrier** means the carrier chosen by CEVA or the Carrier for the execution of part of the Services.

**Waste** bears its general meaning, and also means "Waste" as defined under applicable law (as the case may be).

### 3. **CONTRACT, PARTIES AND LEGAL CAPACITY**

#### 3.1 **Offer and Acceptance**

- (a) Quotes obtained from myCEVA are the result of ad-hoc calculations based on the information provided by the Customer. All prices included in a quote relate to the specific Services requested by the Customer only and are valid for the period set out in clause 4.9 below.
- (b) Pricing and Shipment information included in a quote obtained via myCEVA:
  - (i) for US Shipments only, constitutes a binding offer by CEVA to the Customer to enter into an NRA; or
  - (ii) for all other Shipments, does not constitute a binding offer by CEVA,provided that, in each case, CEVA makes no representation at any time regarding the availability of any Services or routes or the use of any particular Subcontractor(s), agent(s) or any other third party.
- (c) The information provided by the Customer during the booking process shall have no legally binding effect unless and until the Customer clicks either the "CONFIRM & BOOK" button (for a "Quote & Book" Shipment) or the "SHARE" button (for a "Quote & Share" Shipment). Clicking either the "CONFIRM & BOOK" button (for a "Quote & Book" Shipment) or the "SHARE" button (for a "Quote & Share" Shipment) will complete the Customer's order in respect of that Shipment and shall constitute:
  - (i) for US Shipments only, acceptance by the Customer of the offer referred to in clause 3.1(b)(i) above; and
  - (ii) for all other Shipments, a binding offer by the Customer to CEVA,and, in each case, confirms the Customer's acceptance of these Terms and the pricing included in the quote for the relevant Shipment.
- (d) myCEVA will send an automated email to the Customer, which shall constitute:
  - (i) for US Shipments only, confirmation of the legally binding contract and NRA between the Customer and CEVA; and
  - (ii) for all other Shipments, receipt of the Customer's offer referred to in clause 3.1(c)(ii), however such automated email shall not constitute acceptance of such offer by CEVA and, as soon as reasonably practicable, CEVA shall send an email to the Customer accepting or rejecting the Customer's offer, and acceptance by CEVA shall form a legally binding contract between the Customer and CEVA.
- (e) In the absence of written email acceptance (whether automated or otherwise), a legal binding contract between the Customer and CEVA shall come into existence if CEVA commences the performance of the Services.
- (f) The Customer and CEVA acknowledge and agree that electronic communication is a proper means for concluding contracts and agree not to contest the validity of any contract on the basis that:
  - (i) it was concluded by electronic communication;
  - (ii) the original records are in electronic form; or
  - (iii) no signatures evidence such contracts.

### 3.2 Contracting parties

The contract is being concluded between the Customer and CEVA and, subject to clause 3.3, CEVA is solely responsible to the Customer in connection with the provision of the Services in accordance with these Terms (for the avoidance of doubt, the members of the CEVA Group cannot be held jointly and severally liable).

### 3.3 Legal capacity

- (a) All Services are provided by CEVA as agent, except in the following circumstances:
  - (i) to the extent CEVA expressly agrees in writing to act as principal;
  - (ii) where CEVA performs, or subcontracts the performance of, any of the Services itself and the Shipment is in the actual custody or control of CEVA or its Subcontractor(s); and
  - (iii) where CEVA is held by a court of competent jurisdiction to have acted as principal.
- (b) Without prejudice to the generality of clause 3.3(a), the Customer acknowledges and agrees that:
  - (i) the charging by CEVA of a fixed price for the Services shall not in itself determine or be evidence that CEVA is acting as agent or principal in respect of such Services;
  - (ii) CEVA acts as the Carrier's agent only where it procures a Transport Document between the Customer and the Carrier, and each case:
    - (A) the terms of the Carrier set out in the Transport Document shall apply (available [here](#)); and
    - (B) the Customer shall have no claim against CEVA as the Carrier's agent for any claims arising out of such part of the Services;
  - (iii) where CEVA acts as agent, it has the express authority of the Customer to enter into contracts with third parties on the Customer's behalf, whether such contracts are subject to the trading conditions of such third parties or otherwise, and in each case:
    - (A) CEVA acts solely as agent on behalf of the Customer in securing such contracts so that the direct contractual relationship is between the Customer and such third parties; and
    - (B) CEVA shall not be liable for the acts and omissions of such third parties; and
  - (iv) CEVA acts in the name of and on behalf of the Customer, and never as a principal, when dealing with any relevant authority on behalf of the Customer, including (without limitation) in relation to customs clearances, taxes, licences, certificates of origin, inspection certificates, and documentation management.

## 4. COMMERCIAL TERMS

### 4.1 Quoted rates obtained via myCEVA apply only to:

- (a) for full container loads (**FCL**), standard containers and dry cargo, with a total value not exceeding US\$1,000,000 per Transport Document; and
- (b) for less than container loads (**LCL**), stackable general cargo, with a total value not exceeding US\$150,000 per Transport Document,

### 4.2 The Customer warrants and represents that the Shipment shall not:

- (a) comprise of dangerous or hazardous goods, perishable or temperature-controlled goods, military or defence products, live animals, Waste, tyres, oversized, over-length, out-of-gauge cargo or any other special cargo, including (without limitation) cash, jewellery, antiques, art or fine art products, paintings and vehicles;
- (b) require special security requirements; or
- (c) involve carriage to, from or through to countries that are subject to trade control and embargo requirements of the United Nations, European Union, the United States of America or the United Kingdom,

unless expressly included in the offer and expressly accepted by CEVA in writing.

### 4.3 Quoted rates obtained via myCEVA for LCL Shipments are based on:

- (a) the information provided by the Customer, including (without limitation) any estimate of actual or dimensional weight, provided that CEVA shall be entitled to invoice the Customer for the actual or dimensional weight of the Shipment received by CEVA, its Subcontractor(s) and/or agent(s), whichever is greater; and
- (b) for pre-carriage and on-carriage, non-bonded haulage only.

4.4 Quoted rates obtained via myCEVA do not include:

- (a) special charges imposed at any time by CEVA, the Carrier, any Vessel-Operating Carrier or other third party, including (without limitation) insurance premiums, courier fees, inspection charges at origin and destination, heavy-lift charges, additional security procedures and demurrage and detention tariffs, and any such charges will be charged by CEVA in addition; or
- (b) any fee imposed at any time by any government agency or other relevant authority, including (without limitation) taxes, duties, customs clearance fees and government-imposed fees, and any such fees will be passed on the Customer in full.

4.5 Notwithstanding clause 4.4(b), any customs clearance fee included in a quote is based on a maximum of three HS Codes, and any additional HS Code(s) shall be charged in accordance with CEVA's applicable tariffs.

4.6 All quotes are subject to equipment availability and Vessel-Operating Carrier capacity, and all Shipments are subject to the approval of the relevant Vessel-Operating Carrier(s). The choice of Vessel-Operating Carrier(s) is entirely at CEVA or the Carrier's discretion.

4.7 Any transit and lead-times shown in the quotation are indicative only, non-binding and without guarantee. Actual transit and lead times are subject to various factors and may vary from those set out in the quote.

4.8 CEVA shall be under no obligation to take back any packaging material or Waste. If CEVA does take back such material, all relevant local rules and regulations shall apply and any fees and expenses incurred shall be separately charged to the Customer.

4.9 Rates quoted by CEVA expire 30 days from the time of quotation and, in case of acceptance according to clause 3.1(c)(i) or 3.1(d)(ii) (as the case may be) and the relevant Shipment must be booked before the expiration of this 30-day period. Without prejudice to any other rights CEVA has under these Terms or under applicable law, CEVA reserves the right to make necessary corrections in the event of any change of the Shipment information provided.

## 5. SERVICES

5.1 CEVA shall carry out the Services with reasonable skill and care and in accordance with the Customer's reasonable instructions as agreed. If the Customer's instructions, required documentation or information are inaccurate, incomplete, incorrect or not according to contract, CEVA may, at the Customer's risk and expense, act as it reasonably deems fit and the Customer shall Indemnify CEVA from any Liabilities arising from or in connection with the same.

5.2 CEVA reserves the right to refuse any Shipment or to provide any of the Services at any time in its absolute discretion and accepts no liability whatsoever in any such case.

5.3 If at any time CEVA's provision of the Services is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising (whether or not before the Services have commenced and whether or not before this contract has been concluded), CEVA shall have no duty to complete the contract and may at its sole discretion and without notice and liability to the Customer, elect any one or more of the following:

- (a) carry the Shipment by an alternative route or means; or
- (b) abandon the Services and, where reasonably possible, place the Shipment or any part thereof at the Customer's disposal at any place which CEVA may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Shipment shall cease,

and CEVA shall be entitled to recover or retain the full remuneration agreed for the Services and any additional compensation for extra costs or expenses incurred by or for CEVA resulting from the circumstances (or any of them) referred to above.

## 6. CUSTOMER'S UNDERTAKING

6.1 It is a condition of the contract, and the Customer represents, warrants and undertakes, that:

- (a) it is either the owner of the Shipment, or is authorized by the owner to accept these Terms on the owner's behalf;
- (b) the Shipment shall be presented to CEVA, its Subcontractor(s) or agent(s) securely and properly packed, prepared, marked, numbered and addressed, and is and will remain suitable for handling, forwarding, storage or carriage, and not cause injury, damage, contamination or deterioration to any person, premises, equipment or any other item;
- (c) it shall comply with all applicable laws, regulations, rules, requirements, directions, recommendations, guidelines of customs, port, import, export and other authorities;

- (d) before CEVA assumes any responsibility for or by reference to the Shipment, the Customer will inform CEVA in writing of any relevant matters, including any special precautions necessitated by the nature, weight or condition of the Shipment and any statutory or other duties specific to the Shipment with which CEVA or others may need to comply;
- (e) the Shipment shall not:
  - (i) cause pollution of the environment or harm to human health if they escape from their packaging;
  - (ii) be considered illegal under any applicable laws and regulations or expose CEVA to any sanctions imposed by any country, international organisation or other relevant authority; or
  - (iii) except to the extent previously notified in writing to and accepted by CEVA in writing, require any official consent or license to handle, possess, deal with or carry;
- (f) it will comply with any reasonable regulations of CEVA relating to handling, forwarding, storage or carriage of the Shipment (and ancillary matters) which are notified in writing from time to time;
- (g) information given by the Customer or on its behalf shall be accurate, correct and complete; and
- (h) it does not enter into the contract in reliance on any representation, warranty or other undertaking not fully reflected in these Terms, and all conditions, warranties and other terms implied by statute or applicable law are hereby excluded to the fullest extent permitted by applicable law.

6.2 The Customer shall Indemnify CEVA against any Liabilities it suffers as a result of any breach of the Customer's undertakings under this clause 6. In the event that CEVA suspects a breach by the Customer of clause 6.1, without prejudice to any other rights CEVA has under these Terms or under applicable law, CEVA may exercise any of its rights under clause 5.2 or 5.3.

## 7. LIABILITY AS PRINCIPAL

7.1 In the event of loss of or damage to a Shipment, or delay in the performance of the Services and where CEVA acts as principal in accordance with clause 3.3, CEVA's liability shall be determined and limited in accordance with the remainder of this clause 7 unless an International Convention or national law applies compulsorily to part of the Services and cannot be waived or modified ("**Compulsory Legislation**"), in which case the liability of CEVA in relation to that part of the Services shall be determined and limited in accordance with the provisions of such Compulsory Legislation.

7.2 In relation to:

- (a) claims for loss of or damage to a Shipment or other property of the Customer, CEVA's liability howsoever arising shall not exceed the lower of:
  - (i) the value of the relevant Shipment;
  - (ii) in the case of damage, the reasonable cost of repair; and
  - (iii) 2 SDRs per kg of the relevant Shipment; or
- (b) claims for delay or carriage of a Shipment to the wrong destination (notwithstanding clause 4.7 above), CEVA's liability shall not exceed the total amount of CEVA's charges in respect of that Shipment; or
- (c) any other claims arising out of or in relation to a Shipment or the Services, CEVA's liability howsoever arising shall not exceed the total amount of CEVA's charges in respect of that Shipment,

and, for the purpose of this clause 7.2, the value of a Shipment shall be calculated reference to the ex-works invoice value of that Shipment plus freight and insurance (if paid), provided that if there is no invoice value for that Shipment, such value shall be calculated by reference to the value of goods of the same or similar kind and quality at the place and time the Shipment was received by CEVA, its Subcontractor or agent or the Shipment was delivered or should have been delivered, whichever value is lowest; and the value of other property of the Customer, if leased, its lease value and if owned, its market value at the place and time where the loss or damage occurred.

7.3 CEVA shall not be liable for:

- (a) loss or damage whatsoever arising from:
  - (i) the act or omission of the Customer or owner of the Shipment or any person acting on their behalf;
  - (ii) compliance with any instructions given to CEVA;
  - (iii) any Shipment excluded from the provision of Services under clauses 4.2, 6.1(e) or otherwise under these Terms;
  - (iv) insufficiency of the packing, labelling or marks of a Shipment (except where such service has been provided by CEVA);

- (v) handling, loading, stowage or unloading of a Shipment by the Customer or owner of the Shipment or any person acting on their behalf;
  - (vi) wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the Shipment;
  - (vii) latent defects not discoverable by due diligence;
  - (viii) quarantine restrictions;
  - (ix) any rust, oxidation, scratching, denting or discoloration in case of used, not packed or unprotected items;
  - (x) loss or unauthorised destruction, alteration, disclosure of, access to, or control of information technology systems, operational technology systems, networks, internet-enabled applications or devices and the data contained within such systems;
  - (xi) riots, civil commotion, strikes, lockouts, stoppage or restraint of labour from whatsoever cause;
  - (xii) act of war or terrorism;
  - (xiii) fire, flood or storm; or
  - (xiv) any other cause that CEVA could not avoid, and the consequences of the same could not be prevented, by the exercise of reasonable diligence; or
- (b) any loss of profit, loss of sales, loss of business, loss of contracts, loss of anticipated savings, loss of goodwill or reputation (in each case whether direct or indirect) or any indirect or consequential loss.

**7.4 CEVA shall be discharged of all liability unless:**

- (a) notice of any claim is received in writing by CEVA within fourteen (14) days after:
- (i) for loss or damage to a Shipment, the date of delivery of the Shipment;
  - (ii) for delay or carriage of a Shipment to the wrong destination, the planned date of delivery (if CEVA advised the Customer of such a date),
  - (iii) in any other case, the date of the event giving rise to the claim,
- except where the Customer can show that it could not comply with such time limit and that the claim has been made as soon as it was reasonably possible for the Customer to do so; and
- (b) a claim is brought in the proper jurisdiction in accordance with clause 16 and written notice of the same is received by CEVA within nine months after the date specified in clause (a) above,

and any claim which does not comply with the provisions of this clause 7.4 shall be deemed to be waived and absolutely barred.

**7.5** The defences, exclusions and limits of liability provided for by these Terms shall apply in any action whether such action be founded in contract, tort, bailment, breach of express or implied warranty, negligence, wilful misconduct or otherwise.

**7.6** Nothing in these Terms shall exclude or limit CEVA's liability for death or personal injury caused by its negligence, fraudulent misrepresentation or any other act or omission for which liability may not lawfully be excluded or limited.

**7.7** Save as set out in these Terms, CEVA shall not be liable for loss of or damage to any Shipment or delay howsoever arising (whether caused by negligence, wilful misconduct or otherwise).

**7.8** To the extent not otherwise regulated in these Terms, CEVA shall not be liable for the acts or omissions of any third parties, including (without limitation) the Carrier or any Vessel-Operating Carrier(s), unless CEVA has failed to exercise due diligence in selecting such third parties.

**8. INSURANCE**

Unless otherwise instructed in writing and reimbursed by the Customer, CEVA does not insure the Shipment and the Customer shall self-insure or make arrangements to cover the Shipment against all insurable risks to their full insurable value (including all duties and taxes), with any right for the insurer to bring a subrogated claim against CEVA being excluded.

**9. PAYMENT AND LIEN**

**9.1** The Customer agrees to pay the relevant charges, which shall include the price in accordance with the quote chosen by the Customer plus any additional charges or fees that may arise or have been incurred by CEVA, including without limitation customs duties and taxes.

- 9.2 CEVA's charges are subject to VAT (as applicable).
- 9.3 The prices offered via myCEVA will be charged in local currency (**Local Currency**), unless local practice provides for quotation in USD, EUR, or any other currency different from the Local Currency (**Trading Currency**). Any Trading Currency may be exchanged into Local Currency at the day of invoicing by CEVA, and for purposes of determining the Trading Currency equivalent of any Local Currency, the exchange rate shall be the rate at which such Trading Currency may be exchanged into the local Currency as set forth at approx. 11:00 a.m. (London time) on such day on OANDA.com for such Trading Currency.
- 9.4 Unless otherwise provided for in applicable laws and regulations, the charges shall be paid free of any deduction, set-off or counterclaim of any kind in advance of the provision of any Services. In the event that CEVA starts the provision of any of the services without any form of pre-payment, CEVA retains the right to withhold the release of the Shipment until receipt of the payment.
- 9.5 Invoices for governmental charges such as tax and duty outlays are due immediately upon presentation of appropriate documentation by CEVA and are subject to outlay fees. To the extent not otherwise agreed between the parties, payment(s) not considered in the pre-payment invoice shall be due seven (7) days after the invoice date.
- 9.6 Interest shall be paid on money overdue to CEVA based on the prevailing interest rate of the central bank in the country where CEVA has its principal place of business.
- 9.7 CEVA shall, to the extent permitted by applicable law, have a general lien on the Shipment and any documents relating thereto for any amount due at any time to CEVA from the Customer, including without limitation storage fees and the cost of recovering same, and CEVA may enforce such lien in any reasonable manner including the sale of the Shipment, subject to mandatory local law.

## 10. **ALTERATIONS**

CEVA reserve the right to alter myCEVA, these Terms or any other CEVA terms, policies or conditions without notice. A particular contract between the Customer and CEVA will always be subject to the versions of such terms, policies and conditions in force at the time the Customer places its offer, unless alterations are made pursuant to mandatory requirements imposed by law or government authority (in which case the alterations apply from the point in time stipulated by law or government authority).

## 11. **INCOTERMS®**

The Incoterms® were created by the International Chamber of Commerce (ICC) in Paris and are a registered trademark of the ICC. Incoterms® can be agreed between the seller and the buyer of goods as part of their sale of goods contract to define the terms of shipment and delivery as well as the transfer of risk between those two parties. However, the Incoterms® do not become part of the contract between the Customer and CEVA for the provision of any Services, as this contract comprises of forwarding and/or carriage elements, not the sale of goods. The Customer notifying CEVA of the agreed Incoterms® clause only gives CEVA an instruction related to the split (if any) of the charges between the relevant seller and buyer. Regardless of the Incoterms® clause, the Customer is and remains responsible towards CEVA for all fees and will be held liable in the event any fees cannot be collected from third parties in accordance with the indicated Incoterms® clause.

## 12. **CONFIDENTIALITY**

The contents of the relevant contract and any information on CEVA's business is sensitive, confidential and will not be disclosed by the Customer to any third party without the express written consent of CEVA, unless the information is manifestly in the public domain at the time of disclosure or such disclosure is required by valid legal process or is otherwise required by law or by the rules of any listing authority or stock exchange, in which event the Customer shall give CEVA prompt written notification thereof. The Customer will ensure, and will be liable for ensuring, that its directors, employees, agents, advisers and Subcontractors shall not disclose any confidential information. The obligation of this clause shall survive for a period of three (3) years after the expiry of the relevant contract.

## 13. **WAIVER**

No omission to exercise or delay in exercising on the part of any party of any right, power or remedy provided by applicable law or under these Terms shall constitute a waiver of, or preclude or impair any further exercise of such right, power or remedy or any other right, power or remedy.

## 14. **SEVERABILITY**

If any part of these Terms or any other CEVA terms, policies and conditions are deemed invalid, void or unenforceable for any reason, that part will be deemed severable and will not affect the validity and enforceability of the remaining parts.

## 15. **MANDATORY LAW**

- 15.1 These Terms shall only take effect to the extent that they are not contrary to the mandatory provisions of any Compulsory Legislation, applying in each case to the Shipment or the Services and, where any Compulsory Legislation applies to any part of the Services, these Terms shall, in respect of such part of the Services, be read as subject to such Compulsory Legislation.

15.2 Nothing in these Terms shall be construed as a surrender by CEVA of any of its rights or immunities, or as an increase of any of its responsibilities or liabilities, under any Compulsory Legislation and if any part of these Terms is inconsistent with such Compulsory Legislation such part shall be overridden to that extent and no further.

16. **GOVERNING LAW AND JURISDICTION**

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or any contract arising out of them, their subject matter (including (without limitation) any Shipment or Services) or formation shall be governed by and construed in accordance with English law, and the English High Courts shall have exclusive jurisdiction over such dispute or claim, provided that CEVA may, in its sole option, commence proceedings in any jurisdiction, including (without limitation) in the place determined by the Transport Document of the Carrier or the Vessel-Operating Carrier (and such proceedings shall be governed and interpreted in accordance with the law determined therein or in the absence of such, then English law).