

## General Terms and Conditions Vanner Logistics Air Logistics

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**Please read these conditions carefully as they outline the Terms and Conditions applicable to the quotation provided and any contractual relationships deriving from the acceptance of the quotation; unless and to the extent prevailing specific and valid contractual arrangements are in force between Customer and Vanner Logistics covering one and the same Shipment as the contract agreed via the quotation, and provided further, the parties have agreed that any such separate agreement shall prevail.**

### CONCLUSION OF CONTRACT

#### Electronic Communication

1.1 Customer and Vanner Logistics communicate with each other electronically and acknowledge and agree that electronic communication (e.g. by Email, Internet and other electronic means) is a proper means for concluding contracts and agree not to contest the validity of contracts on the basis (1) that they were concluded by electronic communication, (2) that the original records are in electronic form, or (3) that no signature(s) evidence such contracts.

#### Offer and Acceptance

1.2 Pricing and booking information provided via the quotation does not constitute binding offers on the part of Vanner Logistics.

1.3 Quotes are the result of ad-hoc calculations based on the Services requested by the Customer in accordance with the Shipment information provided by the Customer. The pricing shown on a quote is related to the particular requested service package and is valid for the period stated during the quoting process. A quote provided by Vanner Logistics does not include confirmation of details such as but not limited to a particular traffic routing and the use of particular subcontractors and/or agents, nor does it make any representation regarding the availability of the Service at any particular point in time.

1.4 The Shipment information provided by the Customer during the quotation and booking process equally has no legally binding effect until the Customer places the booking which will complete the Customer's order and will constitute a legally binding offer.

1.5 In due course Vanner Logistics will send via email an acceptance or rejection of the offer. An acceptance of the offer will lead to a legally binding contract between the Customer and Vanner Logistics. In the absence of a written email acceptance, a legally binding contract still comes into existence if (a) Vanner Logistics commences the performance, and (b) an email acceptance by Vanner Logistics is not expected according to customary practice. Upon conclusion of a legally binding contract, any cancellation of the Services by Customer does not release from agreed duties and obligations.

1.6 The Offer is based on regular operation and normal market situation only. In case of any extraordinary event or circumstance beyond its reasonable control, including, but not limited to, disruptive events by natural causes, nuclear, chemical or biological contamination, acts of God, strikes, lockouts, riots, terrorism (or restrictions related thereto), piracy, acts and threats of war, the outbreak or continuation of an epidemic or pandemic, such as SARS-Cov-2, Vanner Logistics, in its sole discretion but acting reasonable, reserves the right to (wholly or partly): (a) suspend the Offer, and/or (b) withdraw from the Offer, and/or (c), after consultation with the customer, adjust the Offer to comply with then applicable market rates and circumstances.

1.7 Requests by the Customer for use of Sustainable Aviation Fuel (SAF) are subject to sufficient capacity of Sustainable Aviation Fuel being available to Vanner Logistics. As capacity of Sustainable Aviation Fuel may vary at short notice, no assurances of availability of Sustainable Aviation Fuel can be given. The partial or complete lack of availability of Sustainable Aviation Fuel does not entitle Customer to suspend or withdraw the allocation of a shipment to Vanner Logistics.

### Contracting Parties

2.1 The contract is being concluded between Customer on the one part and Vanner Logistics on the other part. The relevant operating entity of Vanner Logistics performing the Services is the solely responsible entity towards the Customer. For the avoidance of doubt, the members of the Vanner Logistics Group cannot be held jointly and severally liable.

2.2 To the extent legally mandatory or permitted by relevant law, the recipient of the Shipment may also have certain rights relating to the transaction.

### TRANSPORTATION AND HINDRANCES

3.1 Vanner Logistics shall carry out its Services with skill and care and in accordance with Customer's instructions as agreed. If Customer's instructions or required documentation are inaccurate, incomplete, or, in any way, not in accordance with the contract, Vanner Logistics may at Customer's risk and expense act as it reasonably deems fit and the Customer shall indemnify and hold Vanner Logistics harmless from any related claims, costs, liabilities and expenses.

## General Terms and Conditions Vanner Logistics Air Logistics

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3.2 If at any time Vanner Logistics performance is or is likely to be affected by any hindrance or risk of any kind (including the conditions of the Shipment) not arising from any fault or neglect of Vanner Logistics and which cannot be avoided by the exercise of reasonable endeavors, Vanner Logistics shall be exempt from its obligations under the respective contract and, where reasonably possible, make the Shipment or any part of it available to Customer or any other person entitled to receive the Shipment at a place which Vanner Logistics may reasonably deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of Vanner Logistics in respect of the Shipment shall cease. In any event, Vanner Logistics shall be entitled to the agreed remuneration under the contract and the Customer shall pay any additional costs resulting from the above-mentioned circumstances.

3.3 Quotes apply to stackable general cargo only and exclude dangerous goods, perishables, valuables, temperature-controlled, oversized, over-length, out-of-gauge cargo, or any other special cargo, unless explicitly mentioned in the offer and accepted by Vanner Logistics.

3.4 Quotes are based on lower deck cargo size and transportation restrictions only unless explicitly mentioned in the offer and accepted by Vanner Logistics.

3.5 Quotes include air freight charges which are based on actual or dimensional weight, whichever is greater. Dimensional weight is based on the industry-standard volume ratio 1:6, unless explicitly agreed between Customer and Vanner Logistics.

3.6 Quotes expire on the date indicated on the quotation. Without prejudice to clause 4 below or to any other rights Vanner Logistics may have according to law, Vanner Logistics reserves the right to make necessary corrections in the event of any change of the Shipment information provided.

3.7 Quotes include fuel and a security price unless the parties have expressly agreed otherwise in a separate agreement (in which case fuel and a security charge shall be added to an invoice once issued). Any fuel and security prices quoted or invoiced can differ from charges invoiced to Vanner Logistics by its carriers, subcontractors or agents for fuel and security.

3.8 Charges are calculated on chargeable weight and apply to Known Shippers/Consignees, as defined by relevant law or usage, only. Rates for Unknown Shippers/Consignees may differ.

3.9 Any fee or charge imposed by any government agency, carrier, or other third party above and beyond the enclosed will be passed on in full to Customer, including duties and taxes. This may also include, among others, customs related fees billed as a percentage of the CIF value and Ad Valorem charges, and any government imposed warehousing or storage fees.

3.10 Vanner Logistics quotations do not include special charges, such as but not limited to, insurance premiums, inspection charges at origin and destination, duties and taxes, postage or courier fees, legalization expenses and heavy lift charges. Any such fees will be charged extra unless explicitly mentioned in the offer and accepted by Vanner Logistics.

3.11 Any customs clearance fee that is covered in the quotation includes three (3) HS codes. Any additional HS code will be charged as per valid tariffs.

3.12 Pick up or delivery charges are valid for non-bonded trucks only.

3.13 Any transit time shown in the quotation is indicative only and non-binding; it is derived from historical shipment data based on, inter alia, the respective trade lane and/or product parameter chosen and covering a standard course of transportation. The real transit time can differ. No additional period is factored in, e.g. for extraordinary events or due to circumstances beyond Vanner Logistics control. This includes, without limitation, waiting times for customs inspections, or any other act or omission by authorities.

3.14 All cargo and transactions have to be within applicable legal limits, incl. but not limited to full compliance to any applicable trade control restrictions, sanctions, embargoes, etc., and required export, transit and import licenses and permits must be in place; and every transaction is subject to ultimate carrier approval.

3.15 Vanner Logistics shall be under no obligation to return any packaging material. If Vanner Logistics does return such material, all relevant local rules and regulations do apply and occurring fees and expenses are separately charged to the Customer.

3.16 Unknown Shippers/Consignees may be subject to additional security procedures and regulations. Where applicable, any charges agreed upon are based on Known Shipper/Consignee status. Additional charges caused by Unknown Shipper/Consignee status, e.g. for X-ray screenings and/or accessorial charges are not included and the Customer will be charged extra unless explicitly mentioned in the offer and accepted by Vanner Logistics. Vanner Logistics reserves the right to

## General Terms and Conditions Vanner Logistics Air Logistics

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refuse any Shipment or Services due to an Unknown Shipper/Consignee status of the Customer and accepts no liability whatsoever in any such case.

### CUSTOMER'S UNDERTAKING

4.1. It is a condition of the contract, and Customer warrants and undertakes, that:

4.1.1 It is either the owner of the Shipment or is authorized by the owner to accept these Terms and Conditions on the owner's behalf.

4.1.2 The Shipment shall be presented to Vanner Logistics (and/or anyone else dealing with them) securely and properly packed in compliance with any applicable statutory regulations, recognized standards and best practices and are and will remain in a condition to be safely handled, stored and/or carried so as not to cause injury, damage, contamination or deterioration (or the possibility of them) to any person, premises, equipment or to any other items in a way.

4.1.3 Before Vanner Logistics assumes any responsibility for or by involvement with the Shipment, Customer will inform Vanner Logistics 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 Vanner Logistics or others may need to comply; and will promptly after invoicing pay Vanner Logistics reasonable extra charge for complying.

4.1.4 Except to the extent previously notified in detail to, and accepted by, Vanner Logistics in writing, none of the Shipments: are oversized, tires, weapons, live animals, chemicals, dangerous, hazardous or contaminated; may cause pollution of the environment or harm to human health if they escape from their packaging; require temperature controls or special security measures, including US, EU and/or National military or export controls and/or sanctions; require any official consent or license to handle, possess, deal with or carry; will at any time whilst in the care or control of Vanner Logistics constitute Waste.

4.1.5 None of the Shipments are considered illegal under any applicable laws and regulations.

4.1.6 It will comply with any reasonable regulations of Vanner Logistics relating to the handling, carriage, storage or forwarding of Shipments (and ancillary matters) which are notified in writing from time to time.

4.1.7 Information given by Customer or on its behalf shall be correct and complete, including but not limited with regards to the Shipment.

4.1.8 Customer warrants that (a) Customer and its owners as well as all parties to Customer's shipments and transactions, including their respective owners, and (b) Customer's transactions for which Vanner Logistics provides the Services, are not subject to any applicable US, EU or national customs, import, export, trade control or sanctions laws and regulations that would prohibit such services. Customer shall supply Vanner Logistics, in writing, with all documents and information including, but not limited to, commodity classification numbers, customs valuations, country of origins, export control classification numbers and any required export, re-export, transit or import licenses permits, authorizations or exemptions ("Customer Data") necessary for Vanner Logistics to provide the Services in accordance with applicable laws and regulations. Customer warrants that the Customer Data is complete and accurate. Customer shall immediately advise Vanner Logistics of any errors, discrepancies, incorrect statements, or omissions in Customer Data filed by Vanner Logistics on Customer's behalf with Customs and other authorities or third parties. Customer acknowledges that Vanner Logistics is not the Exporter of Record, Importer of Record, Fiscal Representative, Ultimate Consignee or End-User and that Vanner Logistics is unable to sign government forms on behalf of such parties.

4.2 Customer shall indemnify and hold harmless Vanner Logistics and all Vanner Logistics Affiliates against any claim, loss or damage suffered as a result of or in connection with any breach of Customer's undertakings and Customer shall pay all costs and expenses (including professional fees) incurred in, and Vanner Logistics reasonable charges for, dealing with the breach and its consequences. If Vanner Logistics suspects a breach of clause 4.1, it may refuse to accept the Shipment, demand its immediate removal, or itself arrange its removal without notice, at the Customer's expense.

### LIABILITY

#### Basis of Liability

5.1 Vanner Logistics liability is based on its general obligation to perform its Services in a professional manner and with reasonable skill and care.

#### No Liability for Third Parties

## General Terms and Conditions Vanner Logistics Air Logistics

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5.2 Vanner Logistics is not liable for acts and omissions by third parties, such as, but not limited to, carriers, warehousemen, stevedores, port authorities and other freight forwarders unless Vanner Logistics has failed to exercise due diligence in selecting, instructing or supervising such third parties.

### Liability as Carrier

5.3 Notwithstanding the aforementioned, Vanner Logistics is subject to liability as principal not only when Vanner Logistics performs the carriage itself by its own means of transport (performing carrier), but also if, by issuing its own transport document or otherwise, Vanner Logistics has made an express or implied undertaking to assume carrier liability (contracting carrier).

5.4 However, Vanner Logistics shall not be deemed liable as a carrier if the Customer has received a transport document issued by a person other than Vanner Logistics and does not within a reasonable time maintain that Vanner Logistics is nevertheless liable as a carrier.

5.5 With respect to Services other than the carriage of Shipments such as, but not limited to, storage, handling, packing or distribution of Shipments, as well as ancillary services in connection therewith, Vanner Logistics shall be liable as principal (1) when such services have been performed by itself using its own facilities or employees, or (2) if it has made an express or implied undertaking to assume liability as principal.

5.6 Vanner Logistics as principal shall, subject to the limitations and exclusion of liability set out in these Terms and Conditions, be responsible for the acts and omissions of third parties it has engaged for the performance of the contract of carriage or other services in the same manner as if such acts and omissions were its own and his rights and duties shall be subject to the provisions of the law applicable to the mode of transport or service concerned, as well as the additional conditions expressly agreed or, failing express agreement, by the usual conditions for such mode of transport or services.

### Limitation of Liability for Loss and Damage

5.7 In no event shall Vanner Logistics be or become liable for any loss of or damage to the Shipment in an amount exceeding the equivalent of 2 SDR per kilogram of the gross weight of the Shipment (or part thereof) lost or damaged unless a larger amount is received from a person for whom Vanner Logistics is responsible. If the Shipment has not been delivered within ninety consecutive days after the date when the Shipment ought to have been delivered, the claimant may, in the absence of evidence to the contrary, treat the Shipment as lost.

### Other Type of Loss

5.8 Vanner Logistics liability for any type of loss not already mentioned in these Terms and Conditions shall not exceed the total amount of 10,000 (in words: ten thousand) SDR for each incident and, irrespective of the number of incidents and cause of loss, USD 100.000,-- (in words: one hundred thousand US Dollars) in aggregate per annum unless a larger amount is received from a person for whom Vanner Logistics is responsible.

### Exclusions of Liability

5.9 Vanner Logistics shall in no event be liable for:

5.9.1 valuables or dangerous goods, unless declared to Vanner Logistics in writing at the time of the conclusion of the contract, or

5.9.2 loss following from delay, unless expressly agreed in writing, or

5.9.3 indirect or consequential loss such as, but not limited to, loss of profit and loss of market.

5.10 The value of the Shipment shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the normal value of a Shipment of the same kind and quality.

### Notice and Time Bar

5.11 Unless notice of loss of or damage to the Shipment, specifying the general nature of such loss or damage, is given in writing to Vanner Logistics by Customer or the person entitled to receive the Shipment when the Shipment is handed over to Customer or such other person, such handing over is prima facie evidence of the delivery of the Shipment in good order and condition. Where such loss or damage is not apparent, the same prima facie position shall be assumed if notice in writing is not given within six (6) consecutive days after the day when the Shipment was handed over to the person entitled to receive it.

## General Terms and Conditions Vanner Logistics Air Logistics

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5.12 With respect to all other loss or damage, any claim by Customer against Vanner Logistics arising in respect of any Service shall be made in writing and notified to Vanner Logistics within fourteen (14) days of the date upon which Customer became or should have become aware of any event or occurrence alleged to give rise to such claim. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where Customer can show that it was impossible to comply with this time limit and that Customer has made the claim as soon as it was reasonably possible for him to do so.

5.13 Vanner Logistics shall be discharged of all liability under the contract unless suit is brought within nine (9) months after the delivery of the Shipment, or the date when the shipment should have been delivered, or the date when failure to deliver the Shipment would give Customer or the person entitled to receive the Shipment the right to treat the Shipment as lost. With respect to other losses than a loss of or damage to the Shipment the nine (9) months period shall be counted from the point in time when the failure of Vanner Logistics giving a right to the claim occurred.

### INSURANCE

6.1 Unless so otherwise instructed in writing and reimbursed for by Customer, Vanner Logistics does not insure the Shipment and 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 Vanner Logistics being excluded. Vanner Logistics shall not be under any obligation to effect a separate insurance on each Shipment, but all insurances effected by Vanner Logistics are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk.

### PAYMENT AND LIEN

7.1 Customer agrees to pay the relevant charges, which include the price in accordance with the quote chosen by Customer plus any additional charges or fees that may arise, inter alia, in the form of customs duties and taxes, special equipment charges, special pick-ups or delivery and additional storage charges after the expiry of the first twenty-four (24) hours or as per local free time storage or equipment lease period.

7.2 Vanner Logistics charges are subject to VAT. The prices offered will be charged in local currency ("Local Currency"), unless local practice provides for quotation in USD, EUR, or any other currency different from Local Currency ("Trading Currency"). Any Trading Currency may be exchanged into Local Currency at the day of payment by Vanner Logistics. For purposes of determining the Trading Currency equivalent of any Local Currency, the exchange rate shall be the locally applicable bankers rate of exchange, unless otherwise agreed upon between Vanner Logistics and Customer.

7.3 All charges shall be paid free of any deduction, set-off or counterclaim of any kind within fourteen (14) days since the date of invoice unless otherwise provided for in (1) applicable laws and regulations, or (2) a separate written agreement between the parties covering one and the same Shipment as the contract agreed via the quotation if the parties have agreed that any such separate agreement shall prevail. Invoices for tax and duty outlays are due immediately and are subject to outlay fees.

7.4 Interest shall be paid on money overdue to Vanner Logistics at the maximum rate allowed in the residence country of Customer, and if such is not provided for, the interest rate applied by the national bank in the country of residence of Customer.

7.5 Vanner Logistics 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 Vanner Logistics from Customer including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner including the sale of the Shipment in Customer's name, subject always to mandatory local law.

7.6 In the case of a Triangle Transaction, a Triangle Management Fee may apply.

### ALTERATIONS

8.1 Vanner Logistics reserve the right to alter these Terms and Conditions, the Service conditions, the Legal Notice and any other Vanner Logistics policies and conditions without further notice. A particular contract between Customer and Vanner Logistics will always be subject to the versions of the aforementioned policies and conditions in force at the time 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 the time stipulated by law or government authority).

### INCOTERMS®

9.1 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 upon 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®

## General Terms and Conditions Vanner Logistics Air Logistics

do not become part of the contract between Customer and Vanner Logistics for the provision of the Services, as this contract involves forwarding and/or carriage elements, not the sale of goods. Customer notifying Vanner Logistics of the agreed Incoterms®-clause merely gives Vanner Logistics an instruction related to the split (if any) of the Service charges between seller and buyer. Regardless of the Incoterms®-clause Customer is and remains responsible towards Vanner Logistics 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.

### CONFIDENTIALITY

10.1 The contents of this contract and any information on Vanner Logistics business is sensitive, confidential and will not be disclosed by Customer to any third party without the express written consent of Vanner Logistics 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 Customer shall give Vanner Logistics 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.

10.2 The obligation of this clause shall survive for a period of three (3) years after the termination of the relevant contract.

### SEVERABILITY

11.1 If any part of these Terms and Conditions, the Legal Notice and any other Vanner Logistics 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.

### MANDATORY LAW

12.1 These Terms and Conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of international conventions (e.g. the Montreal Convention 1999) or mandatory national law applicable to freight forwarding services. Outside the scope of mandatory applicability of the above mentioned Vanner Logistics provides all services subject to the obligations and liabilities laid down in the respective standard trading conditions adopted in the relevant country. For detailed information about the applicable set of standard trading conditions please check under <https://home.kuehne-nagel.com/-/services/air-freight/terms-conditions>

### GOVERNING LAW AND JURISDICTION

13.1. The relationship between Customer and Vanner Logistics shall be governed by the laws of the country in which Vanner Logistics is incorporated, without giving effect to its conflict of law provisions, and the courts at the location of Vanner Logistics registered office shall have exclusive jurisdiction. For the avoidance of doubt, the application of the United Nations Convention on International Sale of Goods (CISG) is excluded.

### DEFINITIONS

Affiliate(s)	means (1) any corporation or business entity fifty percent (50%) or more of the voting stock or voting equity interests of which are owned directly or indirectly by a party; or (2) any corporation or business entity which directly or indirectly owns fifty percent (50%) or more of the voting stock or voting equity interests of a party; or (3) any corporation or business entity directly or indirectly controlling or under control of a corporation or business entity as described in (1) or (2).
Customer	means any registered company choosing to request a quotation from Vanner Logistics. Further, Customer includes any person having rights or obligations under a contract of carriage concluded with Vanner Logistics for whom the Terms and Conditions apply. For the avoidance of doubt, the Services are not tailored for individuals/consumers and the same are not accepted as Customers.
Fluctuation Fee	means a set percentage added on top of the exchanged amount to accommodate for any currency fluctuations.
HS Code	means Harmonized Commodity Description and Coding System.

## General Terms and Conditions Vanner Logistics Air Logistics

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VL Index	means an index that is determined by Vanner Logistics and calculated on the basis of a weighted average of the fuel and security rates of the top five (5) airlines used by Vanner Logistics during a set period of time within the respective region.
Known Shipper/Consignee	means a consignor who originates cargo or mail for its own account and whose procedures meet common security rules and standards sufficient to allow the carriage of cargo or mail on any aircraft.
Vanner Logistics	means the particular operating entity within the Vanner Logistics Group that is performing the Services, and, with regards to clause 5 only, also includes all other members of the Vanner Logistics Group.
Vanner Logistics Group	means the group of companies comprising the direct and indirect Affiliates of the ultimate parent company Vanner Logistics Argentina S.A.
Local Currency	has the meaning given to such a term in clause 7.2.
Montreal Convention	means the Convention for the Unification of Certain Rules for International Carriage by Air 1999.
Offer	when used in this terms and conditions shall include, without limitation, any quoted pricing, rates, charges, services, lead times and related topics, subject to available carrier capacities.
SDR	means a Special Drawing Right as defined by the International Monetary Fund.
Services	means the services agreed on between Customer and Vanner Logistics, which may include forwarding, carriage, consolidation, storage of the Shipment in transit, handling, as well as ancillary services, such as but not limited to pick-up, delivery, customs clearances (export/import) and issuance of documentation.
Shipment	means the goods Vanner Logistics or its subcontractor physically takes over for the provision of the Services.
Sustainable Aviation Fuel	Sustainable Aviation Fuel (SAF) means a substance, which is a cleaner substitute for conventional jet fuel. SAF has similar characteristics to traditional jet fuel kerosene and is compatible with existing jet engine technology and/or fuel supply chain. The usage of SAF results in carbon emissions reduction compared to traditional jet fuel.
Trading Currency	has the meaning given to such a term in clause 7.2.
Triangle Management Fee	means a fee applicable for managing services due to Triangle Transaction. This fee will be charged as per clause PAYMENT AND LIEN.
Triangle Transaction	means a transaction where the invoiced Customer is located in a different country than the operating entity (ies) within the Vanner Logistics Group that is (are) performing the Services.
TSA	means Transportation Security Agency, a division of the United States Homeland Security.
Unknown Shipper/Consignee	means a Shipper who has not been properly vetted or registered with the TSA or other competent authorities. There are material restrictions to shipping methods for Unknown Shippers/Consignees.
Waste	bears its general meaning and also means "Waste" as defined legislatively.