

GENERAL TERMS & CONDITIONS OF SERVICE

All services performed by the legal entity named on the front of this document (hereinafter called the "Company") for the Customer, which term shall include the person or entity for which services are performed, its agents and/or representatives, including, but not limited to, shippers, exporters, importers, senders, receivers, owners, consignors, consignees, carriers, secured parties, warehousemen, insurers and underwriters, transferors or transferee of shipments, will be handled by the Company on the following terms and conditions.

1. Application of Terms and Conditions

Company and Customer agree that these terms and conditions of service constitute a legally binding contract. Customer acknowledges that the terms and conditions of the Company's standard international air waybill, ocean bill of lading, warehouse terms and conditions, master customs power of attorney and its currently effective tariffs are hereby incorporated by reference. The Customer acknowledges and agrees that it is responsible to provide notice and a copy of these terms and conditions to all of its agents or representatives.

2. Standing of Company

The Company acts as an independent contractor, except with respect to the performance of the following services where Company acts as an "agent" of Customer: entry and release of goods; post entry services; the securing of export licenses, export documentation filing for the Customer, and other dealings with government agencies on behalf of Customer.

3. Services by Third Parties

Unless the Company carries, stores, or otherwise physically handles the shipment, and loss, damage, expense or delay occurs during such activity, the Company assumes no liability as a carrier and shall not be held responsible for any loss, damage, expense or delay to the goods to be forwarded or imported except as provided in paragraph 10 and subject to the limitations of paragraph 11 below. It undertakes only to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others to whom it may entrust the goods for transportation, cartage, handling and/or delivery and/or storage or otherwise. When the Company carries, stores or otherwise physically handles the shipment, it does so subject to the limitation of liability set forth in paragraph 10 below unless a separate bill of lading, air waybill or other contract is issued by the Company.

4. Liability Limitations of Third Parties

The Company is authorized to select and engage carriers, truckers, lightermen, forwarders, customs brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Customer. The Company shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of third parties selected by the Company. In the event that a person or entity hired by Company is determined to be the agent of the Company, the agent's liability is ascertained according to the provisions of these terms and conditions.

5. Choosing Routes or Agents

Unless express instructions in writing are received from the Customer and accepted by the Company, the Company has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods.

6. Quotations Not Binding

Quotations as to fees, rates of duty, freight charges, insurance fees or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice. They shall not be binding unless the Company in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

7. Duty to Furnish Information

- **(a) Import Shipments:** At a reasonable time prior to entering of the goods through U.S. Customs, the Customer shall furnish invoices in proper form and other documents necessary for the preparation of the U.S. Customs entry. If the Customer fails to furnish accurate or timely information, the Company shall be obligated only to use its best judgment. Customer shall indemnify and hold the Company harmless for the consequences of any breach of a required U.S. Customs bond.

- **(b) Export Shipments:** The Customer shall furnish the commercial invoice, consular declarations, weights, measures, values and other information required by the laws of the U.S. and the destination country.
- **(c) Liability for Inaccuracy:** The Company shall not be responsible for increased duty, penalties, or expenses unless caused by its own negligence. Customer warrants the accuracy of all furnished information and agrees to indemnify the Company against any resulting costs or fines.

8. Declaring Higher Valuation

Third Parties usually limit their liability for loss or damage unless a higher value is declared and additional charges are paid. Unless the Company receives specific written instructions from the Customer to pay such higher charges and the Third Party accepts it, any valuation placed by the Customer shall be considered solely for export or customs purposes.

9. Insurance

The Company will make reasonable efforts to effect insurance only after receiving specific written instructions stating the kind and amount of insurance. The Company does not warrant that such insurance can or will be placed. If an insurer disputes liability, the insured shall have recourse against the insurer only. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any shipment it does not handle.

10. Limitation of Liability for Loss; Warranty Disclaimer

- **(a) Liability Standard:** The Company is only liable for negligent acts that are the direct and proximate cause of injury to the Customer.
- **(b) Liability Limits:** * If value is declared and additional charges paid: liability is the lesser of actual damage or declared value.
 - If no value is declared: liability is the lesser of actual damage or \$50 (or \$0.50 per pound of the piece count lost/damaged, whichever is greater).
- **(c) Consequential Damages:** The Company shall in no event be liable for consequential, indirect, incidental, punitive, or special damages, including loss of profits.
- **(d) Warranties:** Except as set forth herein, Company makes no express or implied warranties.
- **(e) Force Majeure:** Company is not responsible for failures due to acts beyond its reasonable control, such as natural disasters, wars, strikes, or governmental decrees.

11. Limitation of Actions

- **(a) Delivery Note:** Customer must note any damage in writing at the time of delivery.
- **(b) Reporting Claims:** Hidden loss/damage must be reported in writing within 15 days of delivery. All other claims must be received within 120 days of acceptance.
- **(c) Lawsuits:** Suits must be filed within:
 - Ocean transportation: One (1) year from delivery.
 - Air transportation: Two (2) years from loss.
 - Import entry claims: 75 days from liquidation.
 - All other claims: Two (2) years from loss or damage.

12. Advancing Money

The Company is not obliged to advance any money for freight, duties, or taxes unless sufficient funds are provided by the Customer on demand.

13. Indemnification for Freight, Duties, etc.

Customer agrees to indemnify the Company against claims for freight, duties, fines, or penalties made by carriers or government agencies. Confiscation by authorities does not diminish Customer's liability to pay charges.

14. C.O.D. Shipments

C.O.D. shipments are accepted with the understanding that the Company will exercise reasonable care, but it is not responsible for bank refusals, carrier negligence, or losses during transmission.

15. General Lien on any Property

The Company has a general and continuing lien on all Customer property in its possession for all monies owed. If the debt is not settled (or a bond posted) within 30 days of notice, the Company may sell the goods at public or private sale to satisfy the lien.

16. Compensation of Company

Company compensation is in addition to the rates of carriers and other agencies. In collection actions, the Customer shall pay all expenses of litigation, including reasonable attorney's fees.

17. Governmental Requirements

Customer is responsible for knowing and complying with all laws regarding classification, packaging, and hazardous materials (including lithium batteries). Customer agrees to indemnify the Company for any fines or penalties resulting from non-compliance.

18. Indemnity against Liability Arising from Importation

Customer agrees to indemnify the Company from any claims or liability arising from the importation of merchandise or conduct violating laws.

19. Record Keeping

Customer is solely liable for maintaining records required under U.S. law; the Company only keeps records it is required to maintain by statute and not as a "recordkeeping agent" for the Customer.

20. Binding Rulings/Protests

The Company is under no obligation to obtain binding rulings or file protests unless requested and agreed to in writing.

21. Preparation of Bills of Lading

Company may rely on cargo weights supplied by the Customer and is not obligated to specify piece counts unless requested in writing.

22. Shipment Screening

All shipments may be screened, opened, or inspected without liability to the Company.

23. Carmack Amendment Waiver

Customer agrees to a waiver of Carmack Amendment provisions to the extent legally permissible. If Carmack applies, claims must be filed within nine months of delivery and lawsuits within two years of claim denial.

24. Modification

These terms may only be modified in writing signed by both Customer and Company.

25. Severability

If any portion is found invalid, the remainder remains in full effect.

26. Construction of Terms and Venue

These terms are governed by the laws of the **Commonwealth of Virginia**. Any legal proceedings must be brought in a court of competent jurisdiction in the **Commonwealth of Virginia**.