



Terms and Conditions Freight Forwarding Freight Air and Sea Transport STANDARD TERMS AND CONDITIONS OF INTERNATIONAL FREIGHT FORWARDING SERVICES All freight forwarding/shipping services provided by Freight Air and Sea Transport to the "Customer", whether the Customer is a manufacturer, distributor, exporter, importer, sender, consignee, transferor, or transferee of the shipment, will be subject to the terms and conditions set forth herein. 1. Third Party Services. Unless Freight Air and Sea Transport carries, stores or otherwise physically handles the shipment, and loss, damage, expense or delay occurs during such activity, Freight Air and Sea Transport assumes no liability as a carrier and is not to be held responsible for any loss, damage, expense or delay to the goods to be forwarded or imported except as provided in paragraph 8 and subject to the limitations of paragraph 9 below, but undertakes only to use reasonable care in the selection of carriers, truck men, lighter men, 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 Freight Air and Sea Transport carries, stores or otherwise physically handles the shipment, it does so subject to the limitations of paragraph 8 below, unless a separate bill of lading, air waybill, or other contract of carriage is issued by Freight Air and Sea Transport, in which events the terms thereof shall govern. 2. Liability for Acts or Omissions of Third Parties. Freight Air and Sea Transport is authorized to select and engage carriers, truck men, lighter men, forwarders, customs brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered the agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitations of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truck men, lighter men, forwarders, customs brokers, agents, warehousemen, and others. Freight Air and Sea Transport 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 the custody, possession or control of third parties selected by Freight Air and Sea Transport to forward, enter, clear, transport or render other services with respect to such goods. 3. Choosing Routes or Agents. Unless express instructions in writing are received from the Customer, Freight Air and Sea Transport has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the Freight Air and Sea Transport, 170 G Penney Road, Forest Park, GA 30297 P: (404) 765-9891 contact. kduke@shipcargofast.com goods. Advice by Freight Air and Sea Transport to the Customer that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that Freight Air and Sea Transport warrants or represents that such person or firm will render such service. All terms of delivery shall be based upon INCOTERMS® 2010 unless otherwise specifically noted or implied through the use of a term not defined in INCOTERMS® 2010. 4. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Freight Air and Sea Transport to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Freight Air and Sea Transport unless Freight Air and Sea Transport in writing specifically undertakes the handling or transportation of the shipment at a specific rate. 5. Duty to Furnish Information. (a) On an import, at a reasonable time prior to entering of the goods for U.S. Customs, the Customer shall furnish to Freight Air and Sea Transport invoices in proper form and other documents necessary or useful in the preparation of the U.S. Customs entry and, also, such further information as may be sufficient to establish, inter alia, the dutiable value, the classification, the country of origin, the genuineness of the merchandise and any mark or symbol associated with it, the Customer's right to import and/or distribute the merchandise, and the merchandise's admissibility, pursuant to U.S. law or regulation. If the Customer fails in a timely manner to furnish such information or documents, in whole or in part, as may be required to complete U.S. Customs entry or comply with U.S. laws or regulations, or if the information or documents furnished are inaccurate or incomplete, Freight Air and Sea Transport shall be obligated only to use its best judgment in connection with the shipment and in no instance shall be charged with knowledge by the Customer of the true circumstances to which such inaccurate, incomplete or omitted information or document pertains. Where a bond is required by U.S. Customs to be given for the production of any document or the performance of any act, the Customer shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by Freight Air and Sea Transport as principal, it being understood that Freight Air and Sea Transport entered into such undertaking at the instance and on behalf of the Customer, and the Customer shall indemnify and hold Freight Air and Sea Transport harmless for the consequences of any breach of the terms of the bond. (b) On an export, at a reasonable time prior to the exportation of the shipment, the Customer shall furnish to Freight Air and Sea Transport the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of and as may be required by the laws and regulations of the U.S. and the country of destination of the goods. (c) On an export or import, Freight Air and Sea Transport shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the negligence or other fault of Freight Air and Sea Transport, in which event its liability to the Customer shall be governed by the provisions of paragraphs 8-10 below. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to Freight Air and Sea Transport by the Customer or its agents for export, entry or other purposes and the Customer agrees to indemnify and hold harmless Freight Air and Sea Transport against any increased duty, penalty, fine or expense including attorneys' fees, resulting from any inaccuracy, incomplete statement, omission or any failure to make timely presentation, even if not due to any negligence of the Customer. 6. Declaring Higher Valuation. Inasmuch as truckers, carriers, warehousemen and others to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said trucker, etc., Freight Air and Sea Transport must receive specific written instructions from the Customer to pay such higher charge based on valuation and the truckers, etc., must accept such higher declared value; 3 otherwise the valuation placed by the Customer on the goods shall be considered solely for export or customs purposes and the goods will be delivered to the truckers etc., subject to the limit of liability set forth herein in paragraphs 8-9 below with respect to any claim against Freight Air and Sea Transport and subject to the provisions of paragraph 2 above. 7. Insurance. Freight Air and Sea Transport will make reasonable efforts to effect marine, theft and other insurance upon the goods only after specific written instructions have been received by Freight Air and Sea Transport from the Customer in such sufficient time prior to the shipment from the point of origin, and at the same time the written instructions from the Customer specifically states the kind and amount of insurance to be placed. Freight Air and Sea Transport does not undertake or warrant that

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such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs Freight Air and Sea Transport to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by Freight Air and Sea Transport. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by such insurance companies or other underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and Freight Air and Sea Transport shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to Freight Air and Sea Transport by the Customer, or that the shipment was insured under a policy in the name of Freight Air and Sea Transport. Insurance premiums and the charge of Freight Air and Sea Transport for arranging the same shall be at the Customer's expense. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered under any insurance, unless Freight Air and Sea Transport receives written instructions from the Customer. Unless specifically agreed in writing, Freight Air and Sea Transport assumes no responsibility to effect insurance on any export or import shipment which it does not handle.

8. Limitation of Liability for Loss, etc. (a) The Customer agrees that Freight Air and Sea Transport shall only be liable for any loss, damage expense or delay to the goods resulting from the negligence or other fault of Freight Air and Sea Transport; such liability shall be limited to an amount equal to the lesser of fifty (\$50) dollars per entry or shipment or the fee(s) charged for the services, provided that, in the case of partial loss, such amount will be adjusted pro rata; (b) Where Freight Air and Sea Transport issues its own bill of lading and receives freight charges as its compensation, Customer has the option of paying a special compensation and increasing the limit of Freight Air and Sea Transport's liability up to the shipment's actual value; however, such option must be exercised by written agreement, entered into prior to any covered transaction(s), setting forth the limit of Freight Air and Sea Transport's liability and the compensation received; (c) In instances other than in (b) above, unless the Customer makes specific written arrangements with Freight Air and Sea Transport to pay special compensation and declare a higher value and Freight Air and Sea Transport agrees in writing, liability is limited to the amount set forth in (a) above; (d) Customer agrees that Freight Air and Sea Transport shall, in no event, be liable for consequential, punitive, statutory or special damages in excess of the monetary limit provided for above.

9. Presenting Claims. Freight Air and Sea Transport shall not be liable under paragraph 8, or otherwise, for any claims not presented to it in writing within ninety (90) days of either the date of loss or incident giving rise to the claim; no suit to recover for any claim or demand hereunder shall be maintained against Freight Air and Sea Transport unless instituted within six (6) months after the presentation of the said claim or such longer period provided for under statute(s) of the State having jurisdiction of the matter.

10. Advancing Money. Freight Air and Sea Transport shall not be obligated to incur any expense, guarantee any payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing or cooperating of the goods, unless the same is previously provided to Freight Air and Sea Transport by the Customer on demand. Freight Air and Sea Transport shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by Freight Air and Sea Transport be construed as a waiver of the provisions hereof.

11. Indemnification for Freight & Duties. In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against Freight Air and Sea Transport for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless Freight Air and Sea Transport for any amount Freight Air and Sea Transport may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorney fees, incurred by Freight Air and Sea Transport in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not effect or diminish the liability of the Customer to Freight Air and Sea Transport to pay all charges or other money due promptly on demand.

12. C.O.D. Shipments. Goods received with Customer's or other person's instructions to "Collect on Delivery" (C.O.D.) by drafts or otherwise, or collect to collect on any specified terms by time drafts or otherwise, are accepted by Freight Air and Sea Transport only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such an item for collection, and Freight Air and Sea Transport will not be responsible for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of such bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or loss during transmission, or while in the course of collection.

13. General Lien on Any Property. Freight Air and Sea Transport shall have a general lien on any and all property (and documents relating thereto) to the Customer, in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by Freight Air and Sea Transport in connection with any shipments of the Customer and if any claim remains unsatisfied for thirty (30) days after demand for its payment is made, Freight Air and Sea Transport may sell at public auction or private sale, upon ten (10) days written notice registered mail (R.R.R.) to the Customer, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of amount due Freight Air and Sea Transport. Any surplus from such sale shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale.

14. Compensation of Freight Air and Sea Transport. The compensation of Freight Air and Sea Transport for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by Freight Air and Sea Transport to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by Freight Air and Sea Transport from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, Freight Air and Sea Transport shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due to Freight Air and Sea Transport, the Customer shall pay the expenses of collection and/or litigation, including Freight Air and Sea Transport's reasonable attorneys' fees.

15. No Responsibility for Governmental Requirements. It is the responsibility of the Customer to know and comply with the marking requirements of the U.S. Customs Service, the regulations of the U.S. Food and Drug Administration, and all other requirements, including regulations of Federal, state and/or local agencies pertaining to the merchandise. Freight Air and Sea Transport shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.

16. Indemnity Against Liability Arising From the Importation of Merchandise. The Customer agrees to indemnify and hold Freight Air and Sea Transport harmless from any claims and/or liability arising from the importation of merchandise which violates any Federal, state and/or other laws or regulations and further agrees to indemnify and hold Freight Air and Sea Transport harmless against any and all liability, loss, damages, costs, claims and/or

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expenses, including but not limited to attorney's fees, which Freight Air and Sea Transport may hereafter incur, suffer or be required to pay by reason of claims by any government agency or private party. In the event that any action, suit or proceeding is brought against Freight Air and Sea Transport by any government agency or private party, Freight Air and Sea Transport shall give notice in writing to the Customer by mail at its address on file with Freight Air and Sea Transport. Upon receipt of such notice, the Customer, at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against Freight Air and Sea Transport. 17. Loss, Damage or Expense Due To Delay. Unless the service to be performed by Freight Air and Sea Transport on behalf of the Customer are delayed by reason of negligence or other fault of Freight Air and Sea Transport shall not be responsible for any loss, damage or expense incurred by the Customer because of such delay. In the event Freight Air and Sea Transport is at fault, as aforesaid, its liability is limited in accordance with the provisions of paragraphs 8-9 above. 18. Construction of Terms and Venue. The foregoing terms and conditions shall be construed according to the laws of the State of Wisconsin, U.S.A. Unless otherwise consented to in writing by Freight Air and Sea Transport, no legal proceeding against Freight Air and Sea Transport may be instituted by the Customer, or subrogate except in the State of Georgia, U.S.A.