

## TERMS AND CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

### **1. Definitions.**

- (a) "Company" shall mean **InterGlobal Logistics Corp.**, its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. **It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;**
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

**2. Company as agent.** The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the customer and other dealings with Government Agencies. The Company is also authorized to act on behalf of the shipper in order to effectuate the selection of Third Parties as set forth in paragraph 4. Further, as more fully set forth in paragraph 7 below, said third parties may limit their liability and may operate under terms and conditions further defining the rights, obligations, and defenses of those third parties. The Company is also authorized to agree to those terms on behalf of the Customer. As to all other services, the Company acts as an independent contractor.

### **3. Limitation of Actions.**

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
- (b) All suits against Company must be filed and properly served on Company as follows:
  - (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
  - (ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
  - (iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the entry(s);
  - (iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage;

**4. No Liability For The Selection or Services of Third Parties and/or Routes.** Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

**5. Quotations Not Binding.** Quotations as to fees, rates-of-duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes these services at a specified rate. Under those circumstances, the Customer hereby understands and agrees that the Company may be relying upon the rates of sub-contracting third-party service providers in offering these rates, and that those rates may be subject to space availability; or other price fluctuations; and where said subcontracting third-party service providers do not honor quoted rates, or where the agreed upon rates are otherwise not honored due to circumstances beyond the control of the Company, Company shall not be liable therefor and in no event shall be liable in excess of the amounts as specified in Paragraph 9.

### **6. Reliance On Information Furnished.**

- (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs Service, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf;
- (b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to insure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

**7. Declaring Higher Value To Third Parties.** Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charge therefor. The Customer expressly acknowledges that there is a distinction between excess valuation coverage, which increases the legal liability amount of the subject service provider beyond a released value rate, and a request for insurance (insurance is covered in paragraph 8 below). In the absence of written instructions from the Customer, and/or in instances in which the third party does not agree to a higher declared value, at the Company's discretion, the goods may be tendered to the third party subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

**8. Insurance.** Unless requested to do so in writing and confirmed to Customer in writing, by the Company, the Company is under no obligation to procure insurance on Customer's behalf; in all cases Customer shall pay all premiums and costs in connection with procuring requested insurance. The Customer expressly acknowledges that a request for insurance is in no way a declaration of value for purposes of obtaining a higher released value rate and increasing the liability limitations of either the Company or third party service providers.

### **9. Disclaimers; Limitation of Liability.**

- (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
- (b) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;
- (c) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s);
- (d) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following:
  - (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or
  - (ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;
- (e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

**10. Advancing Money.** All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

**11. Indemnification/Hold Harmless.** The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

**12. C.O.D. or Cash Collect Shipments.** Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall have no liability if the bank or consignee refuses to pay for the shipment.

**13. Costs of Collection.** In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

### **14. General Lien and Right To Sell Customer's Property.**

- (a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
- (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
- (c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.
- (d) In the event any property or collateral including goods and documents related thereto in the Company's possession, custody or control or en route is liened, sold, abandoned, auctioned, or otherwise disposed of, and in the event that any third-parties claimed right or entitlement to said goods or collateral, the Customer shall indemnify and hold harmless the Company from any and all claims arising there from.
- (e) In exigent circumstances where the Company believes in good faith that the goods are about to deteriorate or decline in value to less than the amount of the lien provided for above, the above notice provision may be shortened to mitigate this loss, and the lien may be enforced within seven days; or otherwise on an expedited basis, to the shortest period allowable by law, whichever period is shorter.
- (f) Further, it should be noted that the Company shall be under no obligation to store, maintain, or hold any cargo or shipment for any period of time in excess of the contemplated service. In the event the Customer fails to meet its obligations to provide logistics information including routing, pick-up information, or funds required for storage, demurrage, detention, or on-forwarding, and in the absence of prior written agreement, acknowledged by the Company, at the Company's sole discretion, these goods may be subject to a determination of abandonment. In such circumstance the Company will provide written notice of its intent to deem the cargo abandoned. In the event the Customer (or any interested party) fails to respond, in writing to the above notice, within thirty days, said cargo shall be deemed abandoned.

**15. No Duty To Maintain Records For Customer.** Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

**16. Obtaining Binding Rulings, Filing Protests, etc.** Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

**17. Preparation and Issuance of Bills of Lading.** Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

(a) The Customer agrees that the Company shall in no event be liable for any loss, damage or expense incurred by the Customer, whether or not arising out of delay or physical damage to the goods, or other damage to goods or property belonging to third parties, or any other damages including but not limited to documentary error(s), mis-delivery, loss of property, tender to unauthorized parties, or any other act or omission or other cause resulting from the negligence or other fault of the Company for any amount in excess the limitations of liability set forth in paragraph 9 above.

(b) The Customer hereby agrees that whether or not the Company has agreed to pack, load, or otherwise package or secure Goods, the Company is not liable for exposure to rain or other moisture unless the Company specifically agrees in writing to protect the Goods from same, and the Customer pays additional and special compensation.

(c) Furthermore, the Company's responsibility shall cease when delivery has been made to merchant or its designee, when same has been made available for tender to the Customer or its designee and person authorized by Customer to receive the goods, or authorized Governmental or Customs personnel as required or authorized by local authorities or regulations, or in accordance with this agreement as more specifically set forth herein, at the sole option of the Company.

(d) (1) Goods received with Customer's or other person's instructions to "Collect on Delivery" ("C.O.D.") by drafts or otherwise, or to collect any specified terms by time drafts or otherwise, are accepted by Company only upon the express understanding that it will exercise reasonable care in selection of a bank, correspondent, carrier or agent to whom it will send such item for collections, and the Company 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 during transmissions, or while in the course of collection; and in no event would any such liability exceed the amounts as set forth in paragraph 9 above.

(2) Company shall not be liable for the fraudulent acts of third parties, or forgery of documentation presented to Company; and in no event would any such liability exceed the amounts as set forth in paragraph 9 above.

(3) Company shall be entitled to rely upon the facial validity of documents presented to Company and/or upon written instructions from the Merchant or Merchant's agents or representatives.

(4) Mis-delivery shall be defined as the delivery of cargo to a person other than one authorized to receive same, and shall further encompass delivery to the proper party while failing to adhere to particular shipping instructions, including but not limited to the release against documents, payment, or bank guarantee or bank release. In no event shall the Company be liable for mis-delivery in excess of the amounts as set forth in paragraph 9, herein.

(e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, including but not limited to damage to third parties, damage to third parties' goods, lost profits, market share, or otherwise, in excess of the amounts set forth in Paragraph 9 above.

(f) **Schedules Not Guaranteed** - Except as otherwise provided herein the Carrier has no obligation to commence or complete transportation related services within a certain time according to any specific schedule, or make connections with any other carrier, or schedules provider, or for error in any statement of times of arrival or departure. Subject to the foregoing and without waiving same, any such liability is limited to the amounts set forth in Paragraph 9.

**18. No Modification or Amendment Unless Written.** These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

**19. Compensation of Company.** The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company 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 the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

**20. Severability.** In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

**21. Governing Law; Consent to Jurisdiction and Venue.** These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of FL without giving consideration to principals of conflict of law. Customer and Company (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of FL; (b) agree that any action relating to the services performed by Company, shall only be brought in said courts; (c) consent to the exercise of *in personam* jurisdiction by said courts over it, and (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

**22. Carmack / ICC Termination Act of 1995.** The parties hereby specifically agree to opt out of the application of the ICC Termination Act of 1995 and further state that at the sole option and discretion of the Carrier, the Carrier may choose to offer transportation services for the instant transaction as a contract carriage; however in all cases, the "Company" and the "Customer" as defined herein, specifically and expressly agree to waive any and all rights and remedies under the Carmack Amendment and/or ICC Termination Act of 1995 and carriage of goods which would otherwise be subject to the Act will be subject to the liability limiting provisions of Paragraph 9 herein, as well as the other terms and conditions contained in the instant document.