

General Terms & Conditions – Gebruder Weiss, Inc.

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer" and apply to all services rendered by Company.

1. Definitions.

(a) Company shall mean Gebruder Weiss, Inc., 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 principals, agents and/or representatives, and any party having an interest in goods with respect to which services have been rendered 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. Application and Scope.

(a) Any and all activities of the Company in the course of its business including any advice, information or service provided by the Company whether for compensation or not are undertaken subject to, and governed by, these terms and conditions except for those activities undertaken by the Company pursuant to the following documents if issued by Company with respect to such activities, in which case the terms and conditions of such documents shall apply and govern to the extent of any conflict with the provisions herein: (i) the Company's U.S. domestic and international house airbills relating to the consolidation and carriage of goods by air; (ii) the Company's ocean bill of lading relating to the consolidation and carriage of goods by sea; (iii) the Company's warehouse receipt relating to the consolidation and storage of goods in a warehouse owned or operated by Company; and (iv) the Company's surface bill of lading or waybill relating to the consolidation and/or carriage of goods by road if and only if Company has named itself as the "Carrier" therein. The terms and conditions contained in the above listed documents shall apply to the respective services regardless of whether Customer received the document before or after the commencement of those services, and Customer hereby accepts those conditions for the services described in (i)-(iv) above.

(b) Notwithstanding the foregoing, these terms and conditions shall govern Company's liability with respect to its undertaking to file or submit any information, in any format, to any government regulatory agency, organization or similar entity on Customer's behalf and with Customer's written authorization, whether in conjunction with the activities and pursuant to the terms detailed in Paragraph 2(a)(i)-(iv), above, or whether provided as a separate service by Company, for compensation or not.

(c) If any law is compulsorily applicable to any business undertaken, these terms and conditions shall, as regards such business, be read as subject to such law and nothing in these terms and conditions shall be construed as a surrender by the Company of any of its rights, immunities, or protections, or as an increase of any of its responsibilities or liabilities, under such law.

(d) Company may, in its sole discretion, amend these terms and conditions from time to time in which case the modified terms and conditions will take effect as of the date they are posted on the Company's website. If Customer wishes to contract with the Company otherwise, special arrangements can be made and revised prices quoted but such arrangements shall only become applicable if made in writing and

signed by a director or officer of the Company. Any attempt by Customer to otherwise alter, amend or modify these Conditions shall be null and void.

(e) The liability of any entity included in the definition of “Company” herein is several and not joint, and in no event will any such entity be responsible for any acts or omissions of any third party, including, but not limited to any other entity included in the definition of “Company”.

3. Company as agent.

(a) The Company may act as a principal or as the agent of the Customer. The Company acts as an agent except where: (i) it issues a transport document or electronic record such as a bill of lading or airbill naming Company as the “Carrier” and otherwise evidencing its obligation to deliver goods; (ii) it issues a warehouse receipt evidencing its acceptance of goods for storage at a facility owned or operated by Company; or (iii) the direct employees of the Company are physically handling the goods in the course of any service.

(b) When acting as an agent, the Company acts solely on behalf of the Customer in engaging the services of Third Parties, which such engagement may be on any terms negotiated with such Third Parties, including, but not limited to, on the usual terms and conditions on which the Third Parties offer services for the carriage, storage, packing, consolidation or handling of any goods, or for any other service in relation to them, thereby establishing a direct contract between the Customer and the Third Parties capable of being enforced by the Customer as principal, whether or not the Customer is identified in such contract. The Customer acknowledges that it shall be bound by the terms and conditions of the agreements made by Company with Third Parties, which may contain limitations of liability.

4. 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 sixty (60) 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 brokering domestic motor carrier transportation, within nine (9) months from the date of loss;
- (iii) For claims arising out of air transportation, within two (2) years from the date of the loss;
- (iv) 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);
- (v) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

(c) Investigating, negotiating or otherwise dealing with claims by Company or its legal advisors shall not be deemed a waiver of the foregoing provisions.

(d) Release of the goods into the custody of the person entitled to delivery thereof, without notation of loss or damage on the transport documents prior to such release, shall be prima facie evidence of delivery of the goods in good order and condition, as was the state of such goods upon tendering to Company. Any such loss or damage must be immediately reported to Company. If loss or damage is not apparent, written notice must be given to Company within three (3) days after delivery and failure to give such timely notice shall also be a complete defense to any suit or action commenced by Customer. Should a consignee refuse to sign for the receipt of goods, Company shall request further instructions from Customer and all expenses in connection with such further instructions shall be the responsibility of Customer.

5. 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 actions(s) and/or inaction(s) of such Third Parties and/or its agents. Company 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. The Customer shall not seek to impose upon any such Third Party any liability greater than that accepted by the Third Party under these terms and conditions. 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, in which Customer shall be liable for any charges or costs incurred by the Company. If at any time the method and/or route of forwarding selected by the Customer shall become impossible or commercially impracticable to perform for any reason, the Company may use any other method available at its discretion and all charges and/or expenses incurred in using such method shall be for the Customer's account.

6. 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. No quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

7. Reliance on Information Furnished.

(a) Customer warrants that Customer is either the owner or the authorized agent of the owner of the goods and that Customer is authorized to engage the Company both on behalf of Customer and as agent for the owner of the goods under these terms and conditions.

(b) Customer warrants that the description and particulars of the goods provided by the Customer, including but not limited to their marks, number, weight, volume and quantity, are complete and correct in all respects. If the goods are required to be insulated, refrigerated, ventilated or require other special storage or handling, Customer warrants that it will disclose these requirements in writing to the Company at or before the time of Customer's request for services with respect to such goods.

(c) Customer warrants that it is in compliance with all applicable laws and government rules and regulations, and has obtained any and all permits or licenses, related in any way to the transport of its goods, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, the U.S. Anti-Boycott regulations, the various U.S. economic sanctions programs administered by the U.S. Treasury's Office of Foreign Assets Control and any applicable laws or regulations of any country to, from, through or over which goods may be carried. Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf.

(d) In preparing and submitting customs entries, export declarations, applications, security filings, documentation, delivery orders and/or other required data, 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 ensure 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, incomplete or false statement by the Customer or its agent, representative, or contractor 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.

(e) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall defend,

indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer, its agent, or contractor on which the Company relies.

(f) Customer acknowledges that it is required to advise Company in advance of its intention to tender hazardous material goods and that it will otherwise comply with all federal and international hazardous material regulations. Specifically, Customer warrants that any cargo that is hazardous, dangerous, noxious or has any potential to encourage vermin or taint other goods has been packaged, tendered and/or labeled in accordance with applicable governmental or industry rules and regulations and identified as such at the time of Customer's request for services with respect to such goods and in any event prior to receipt by Company or its subcontractor(s).

8. Declaring Higher Value to Third Parties. Third Parties to whom the goods are entrusted may limit liability for loss or damage, and Customer agrees that it is bound by such limitations. The Company will request excess valuation coverage only upon specific written instructions from the Customer at least seventy-two (72) hours prior to scheduled pick-up. Customer agrees to pay any charges therefore, and that failure to pay such charges may result in lack of such coverage. In the absence of written instructions or the refusal of the Third Party to agree to a higher declared value, at 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 without any additional liability on the Company.

9. Embargo Measures. The Company's duties resulting from this contractual relationship shall at any time be subject to the adherence to and compliance with national and international statutory provisions and/or mandatory requirements (in particular compliance with European and U.S. embargo measures). In case of a conflict between the contractual provisions and the statutory provisions and/or mandatory requirements, the statutory provisions and/or mandatory requirements shall prevail, even in cases of doubt. Without prejudice to our rights under these terms and conditions, responsibility for compliance with foreign trade legislations (prohibitions and limitations regarding import, export or transit) lies with the Customer. The Company shall not be under an obligation to check that such legislations are complied with and responsibility to make us aware of any limitation or prohibition with respect to the goods to be shipped lies with the Customer, who will inform the Company timely and in writing and hold the Company harmless from any and all claims. The Customer shall also be obliged to guarantee the safety of the supply chain to Company.

10. Excluded Goods. The Customer warrants, that he will not render the following goods to the Company for transport and/or for storage: precious metals (uncoined, coined or processed in any other way), jewelry, gemstones, banknotes, securities of any type, documents or deeds, temperature-controlled pharmaceuticals, arms and munition, livestock, as well as substances the storage of which is subject to special legal provisions (e.g.. substances hazardous to water). A separate order is required for the transfer of dangerous goods/hazardous materials pursuant to ADR/RID/IMCO/DGR/hazardous materials regulations and so on, which must be accepted by the Company. Dangerous goods must be packed and marked in such way that they comply with the statutory provisions and international conventions with respect to carriage, handling and storage and be accompanied by the required set of papers. Hazardous goods, in particular goods of ADR classes 1 and 7, and analogous classes under other regulatory regimes, may not be handed to the Company.

11. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, 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. Customer acknowledges and agrees that Company is not in the business of arranging for insurance and is not acting as an insurance broker or insurer.

12. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth in these terms and conditions, Company makes no express or implied warranties in connection with its services.

(b) Customer may obtain insurance coverage for cargo loss or damage, 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).

(c) Notwithstanding Paragraph 12(a) above, 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 or omissions of Third Parties. Nor will Company have any liability to Company related to or arising from the selection of Third Parties or the terms, conditions or agreements pursuant to which Third Parties perform their services.

(d) The liability of Company with respect to loss, damage, delay or destruction to goods shall be as set forth in the terms and conditions specific to the respective services giving rise to any such claim. In the absence of any provision in the terms and conditions governing loss, damage, delay or destruction of goods, unless a different standard applies via mandatorily applicable law which cannot be waived by the parties, Company will not be liable for any loss or injury to goods, nor delay in the delivery of goods, however caused, except to the extent such loss or injury resulted from Company's failure to exercise such care in regard to the goods as a reasonably careful person would exercise under like circumstances. Company shall not be liable for any loss or destruction of or damage to goods that could not have been avoided by the exercise of such care. Company's sole liability with respect to delay shall be if such delay is caused by Company's failure to exercise such care in regard to the goods as a reasonable person would exercise under like circumstances, delay results in failure to deliver with reasonable dispatch, and such failure results in direct physical degradation or loss of, or damage to, goods.

(e) The Company's sole liability arising from or relative to delay in the pick-up or delivery of goods shall be for or related to failure to deliver or arrange delivery of goods in a reasonable time if such failure causes loss or damage to the goods.

(f) In all events, the Company's liability shall be limited to the following:

(i) In the case of claims for loss or damages to goods (including loss or damage due to unreasonable delay) whichever shall be the lower of: (i) the sum of \$50.00 per shipment or transaction, or (ii) the value of any goods lost or damaged; and

(ii) in the case of all other claims (including, but not limited to, from activities relating to "Customs business"), whichever shall be lower of: (i) \$50.00 per entry, or (ii) the amount of brokerage fees paid to Company for the entry;

(iii) For the purposes of the above, the value of the goods shall be their value at the place and time they are delivered or should have been so delivered to the consignee in accordance with the relevant transaction between the Company and the Customer.

(g) IN NO EVENT SHALL COMPANY BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS OR BUSINESS INTERRUPTION, EVEN IF IT HAS BEEN PUT ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

(h) With respect to domestic transportation, Company shall not be liable for a motor carrier's failure to maintain insurance or for the accuracy of any documentation furnished by a motor carrier to Company or Customer evidencing said coverage.

(i) In no event will Company have any responsibility for, and Customer will defend, indemnify, and hold Company harmless from, and will pay and reimburse, any charges imposed by Third Parties with respect to use of equipment in which cargo tendered by, to or on behalf of Customer is or has been laden, or for charges assessed with respect to storage or handling of any such equipment, including, but not limited to, charges assessed by steamship lines, rail carriers, rail terminal operators, marine terminal operators or port authorities. Without limiting the generality of the foregoing, Company shall have no liability for any such charges arising from or related to port congestion, lack of equipment availability, labor shortages, or other situations impacting port or intermodal transportation operations.

13. Liberties.

- (a) No date for completion is fixed and in particular but without prejudice to the generality of the foregoing the Company accepts no responsibility for departure or arrival dates or times.
- (b) The Company shall not be obliged to arrange for the goods to be carried, stored or handled separately from other goods, except under special arrangements previously made in writing.
- (c) If at any stage in any transaction the Company should reasonably consider that there is good reason in the Customer's interests to depart from any of the Customer's instructions, the Company shall be permitted to do so and shall not incur any additional liability in consequence of so doing.
- (d) If at any time events or circumstances come to the attention of the Company which in the opinion of the Company make it wholly or in part impossible or impracticable, commercially or otherwise, for the Company to perform for any reason, the Company may use any other method available to deal with the goods at its sole discretion and all charges and/or expenses incurred in using such method shall be for the Customer's account. Company shall endeavor where practical to inform the Customer of such events or circumstances and seek further instructions, but reserves the right, in any event, to do so at Customer's expense.

14. 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. Charges shall be invoiced on the actual or dimensional weight of the goods, whichever is greater. Customer is liable for all charges imposed by Third Parties with respect to the goods regardless of whether included in any quotations provided by Company.

15. Indemnification/Hold Harmless. THE CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM AND AGAINST, AND SHALL PAY AND REIMBURSE COMPANY FOR ANY AND ALL DIRECT AND INDIRECT CLAIMS, DAMAGES, COSTS, LIABILITIES, FINES, PENALTIES AND/OR EXPENSES, INCLUDING BY NOT LIMITED TO ATTORNEYS' FEES AND LEGAL COSTS, ARISING FROM (I) THE IMPORTATION OR EXPORTATION OF CUSTOMERS MERCHANDISE AND/OR ANY CONDUCT OF THE CUSTOMER, INCLUDING BUT NOT LIMITED TO THE INACCURACY OF ENTRY, EXPORT OR SECURITY DATA SUPPLIED BY CUSTOMER OR ITS AGENT OR REPRESENTATIVE, WHICH VIOLATES ANY FEDERAL, STATE AND/OR OTHER LAWS, (II) A BREACH BY THE CUSTOMER OF ANY OF THE WARRANTIES CONTAINED HEREIN; (III) THE FAILURE OF THE CUSTOMER TO COMPLY WITH THESE PROVISIONS; (IV) COMPANY'S COMPLIANCE WITH OR RELIANCE ON INSTRUCTIONS PROVIDED BY OR ON BEHALF OF CUSTOMER; (V) CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT; (VI) ANY AUXILIARY SERVICES INCLUDING BUT NOT LIMITED TO LOCAL CARTAGE, CRATING, UNCRATING, PACKING, AND UNPACKING WHICH ARE REQUESTED BY CUSTOMER AND ARRANGED BY COMPANY AS A CUSTOMER ACCOMMODATION WHEN SUCH SERVICES ARE NOT ACTUALLY PERFORMED BY COMPANY; OR (VII) CLAIMS BROUGHT BY THIRD PARTIES, SEEKING TO IMPOSE LIABILITY IN EXCESS OF ANY LIABILITY EXPRESSLY ASSUMED BY COMPANY HEREIN OR IN EXCESS OF ANY LIMITATION OF LIABILITY TO WHICH COMPANY IS ENTITLED HEREUNDER. THE INDEMNITY OBLIGATIONS IN THIS PROVISION SHALL NOT APPLY TO THE EXTENT A CLAIM IS DETERMINED BY A COURT OF APPROPRIATE JURISDICTION TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY. 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.

16. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect on 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 not have liability if the bank or consignee refuses to pay for the shipment or if payment is collected via the wrong method. Customer shall remain ultimately responsible for all such charges. Cash on delivery is limited to a maximum amount of \$500.00 and is subject to national and international restrictions.

17. 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 13.75% per annum

or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company in a separate writing acknowledged by both Company and Customer.

18. General Lien and Right To Sell Customer's Property.

(a) Company shall have a general and continuing lien on any and all property and documents relating thereto of Customer coming into Company's actual or constructive possession, custody, control, or enroute, which lien shall survive delivery, for all charges, expenses or advances owed to Company with regard to the shipment on which the lien is claimed, any prior shipment(s) and/or both. Customs duties, transportation charges, and related payments advanced by the Company shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which the Company is acting as a mere conduit.

(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 (30) 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) Company shall be under no obligation to exercise any lien for General Average contribution due to Customer or any other person.

19. 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 applicable Statute(s) and/or Regulation(s), but not act as a "record-keeper" or "recordkeeping agent" for Customer.

20. 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. Any such services performed by Company will be performed as agent of Customer.

21. No Duty To Provide Licensing Authority. Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.

22. Preparation and Issuance of Bills of Lading. In handling the goods, Company may choose to act as the carrier of the goods for any or all portions of the transaction. 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. When issuing its own transport documents, and except as set forth herein, such transport documents shall govern Company's liability and supersede these terms and conditions during the period Company acts as a carrier under such documents.

23. Compensation of Company.

(a) Unless Company determines, in its sole discretion, to forego collection of charges owed to Third Parties, the compensation paid by Customer to the Company for its services shall be included with and is in addition to the rates and charges of all carriers and Third Parties selected by the Company to transport and deal with the goods. 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.

(b) 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.

(c) All charges are earned in full upon Company's agreement to provide services. If Company has extended credit to Customer, all invoices from Company shall be due and payable without deduction or offset within thirty (30) days of the date of Company's invoice and all payments shall be made in United States Dollars. Customer shall be responsible for all normal and customary fees associated with it effecting payment by wire transfer.

(d) In any referral for collection or act 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.

24. Returns of Packaging. Returns of packaging as well as recovery and/or exchange of pallets, pallet cages, etc. will only be accepted if such have been specifically agreed upon in writing.

25. Taxes. Customer shall be liable for any duties, taxes, imposts, levies, deposits or outlays of any kind levied by any authorities at any port or place for or in connection with the goods or Company's services, and for any payments, fines, expenses, loss or damage whatsoever incurred by Company, its servants, agents or sub-contractors in connection therewith. Customer shall, upon request, make immediate (advance) payment to Company to cover any money for which Customer is or may become liable under this paragraph. Company shall not be under any obligation to advance any money to Customer or any person for such purpose.

26. Force Majeure. Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature, or inherent vice of the goods; (vii) acts, breaches of contract, or omissions by Customer, shipper, consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts, or other labor conflicts. In such event, Company reserves the right to amend any tariff or negotiated freight or logistics rates, on one (1) days' notice, as necessary to provide the requested service.

27. 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. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

28. Governing Law; Consent to Jurisdiction and Venue. Except to the extent governed by other compulsorily applicable law, these terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Illinois without regard to the choice-of-law rules of the State of Illinois or any other state or nation. CUSTOMER AND COMPANY AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR SERVICES RENDERED HEREUNDER, WHETHER UNDER FEDERAL, STATE, LOCAL, OR FOREIGN STATUTES, REGULATIONS, OR COMMON LAW, SHALL BE BROUGHT EXCLUSIVELY IN THE FEDERAL AND THE STATE COURTS SERVING THE NORTHERN DISTRICT OF ILLINOIS IN CHICAGO, ILLINOIS. CUSTOMER AND COMPANY HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS.