## TERMS AND CONDITIONS OF SERVICE

***Enlarged copies of these Terms as well as the terms and conditions governing the services We perform as a Third-Party are available online at SobelNet.com or upon written request.***

*Customer hereby engages "Company" to handle its "Transactions" subject to the following Terms and Conditions of Service:*

*These Terms and Conditions of Service, also referred to as "Terms," constitute the basis of a legally binding contract between "Customer" (which for the purposes of these Terms shall include all of Customer's affiliates, subsidiaries and other related companies for which Customer is deemed to act as their agent, referred to as "Related Companies," all of which are also referred to as "You" or "Your"), and "Company" (commonly referred to as "We", "Us", or "Our"). It will also be Your responsibility to provide copies of these Terms to all "related companies."*

*All warranties with respect to Our services are specifically set forth in these Terms. There are no other warranties either expressed or implied.*

*In the event that We render services under the same or different name or legal entity and issue a separate document containing terms and conditions which govern those services, the terms and conditions set forth in such other document(s) shall govern those services and for purposes of these Terms We shall be considered a Third-Party.*

## DEFINITIONS, TITLES, AND HEADINGS.

**1. Definitions**

(a) "Company" (which depending on context may also be referred to as "We," "Us" or "Our") shall mean SOBEL NETWORK SHIPPING CO., INC., its subsidiaries, divisions and related companies.

(b) "Customer" (which may also be referred to as "You") shall mean that individual, corporation or other entity, its subsidiaries, divisions, parent, or their successor-in-interest who engages the Company or any other who exercises any of the rights or authority over a Transaction including rendering any payments; or whose name appears as shipper, consignee, importer of record, or ultimate consignee; or whose name appears on any independent power of attorney issued in favor of Company; or whose name appears on any Bonds or Certificate of Insurance with respect to any Transaction handled by the Company.

(c) "Terms and Conditions of Service" shall mean any one or more of the provisions set forth in this agreement and may be referred to in whole or in part as "Terms."

(d) "Transaction" includes any shipment, importation, exportation, movement, handling, storage, filing, or other activities with respect to goods, merchandise, documents, or other over which We have, or may have, reason to exercise control regardless of whether We have custody or physical possession. In some instances, one or more of the activities included within the definition of "Transaction" will be identified in conjunction with "Transaction", e.g., "and/or Transaction" in order to improve readability, but in doing so it does not limit or otherwise alter the scope of Transaction.

(e) "Documentation" shall mean all information received directly or indirectly from You, whether in paper or electronic form;

(f) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating common carrier" to the extent that they are regulated by the United States Federal Maritime Commission.

(g) "Third-Party" shall include, but not be limited to: carriers, truckmen, cartmen, lightermen, freight forwarders, freight brokers, OTI's, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling, delivery and/or storage or otherwise, as well as others who provide any other services related to a Transaction as well as their respective agents.

(h) "Customs Business" means any one or more of the activities set forth in Sections 641(a)(2) of the Tariff Act, as amended, (19 USC §1641(a)(2)).

(i) "Freight Broker" means one who is registered by U.S. Department of Transportation, Federal Motor Carrier Safety Administration as a "Broker" (49 USC §13904).

## RELATIONSHIP OF THE PARTIES

**2. Our Relationship.**

We act on Your behalf as an agent for the purpose of:

(a) dealings with Government Agencies,

(b) performing duties in connection with pre-shipment import filings, the entry and release of goods, and post-entry services,

(c) securing of export licenses, and/or the filing of export and security documentation, and

(d) arranging for transportation and logistics services, whether domestic and/or international, in any capacity, other than as a carrier.

## RESPONSIBILITY FOR TIMELY, COMPLETE AND ACCURATE INFORMATION AND DOCUMENTATION

**3. Information and Documentation.**

You acknowledge that You are obligated to, in a timely fashion, provide Us with complete and accurate information and documentation required to handle any Transaction and to comply with legal requirements.

**4. Reliance on the Information and Documentation Provided.**

In preparing and submitting Customs entries, security filings, export declarations, applications, documentation, export data to the United States, and/or other required data to a Third-Party, We rely on the correctness of all information and documentation You furnished, whether in written or electronic format

**5. Obligation to Provide Information and Documents**

With respect to the information and documentation upon which We will rely in servicing and handling your Transaction, it is Your responsibility and obligation to:

(a) know what information and documentation is required to import, export, enter, or otherwise handle your Transaction

(b) disclose such information to Us having employed reasonable care to ensure that it is correct, and

(c) provide both the information and documentation in a timely fashion to Us as well as to the appropriate government agency.

(d) If You request Us to arrange for or perform transportation services, You agree to advise Us in advance of Your intention to tender hazardous materials or goods and that You will otherwise comply with all federal and international hazardous material regulations,

(e) If You request Us to arrange for or perform transportation by water or road, You agree to provide verified weights for all cargo and agree that those weights are obtained from calibrated certified equipment,

(f) If You become aware of any errors or inaccuracies in any information or documents provided, agree to promptly advise Us of the errors or inaccuracies and to promptly provide with corrected information and documents.

**6. Failure to Provide Information and Documentation.**

If You fail to furnish, in a timely fashion, such information or documents, in whole or in part, as may be necessary to handle Your shipment and/or Transaction, or as required to comply with U.S. law, regulation, procedure, or requirements:

(a) We shall only be obligated to use Our best judgment in connection with the Transaction, and

(b) You shall in no instance charge Us with knowledge of the true circumstances to which such inaccurate, incomplete, or omitted information or documents pertain.

**7. Obtaining Authorizations and Licenses.**

We shall not be responsible for determining licensing authority or obtaining any authorizations or licenses related to the movement domestically, import into, or export from, the United States, or the sale or distribution of goods, unless sufficiently in advance of Your transaction, You request Us to do so, in writing, and We agree, in writing, to provide that service.

**8. Review of Filing and Notice of Required Corrections.**

It is Your obligation to:

(a) review all documents and declarations prepared and/or filed with the Customs and Border Protection, other Government Agency and/or Third-Parties

(b) notify Us, immediately, of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed in Your name or, otherwise on Your behalf, with respect to he Transaction, and

(c) if You do not notify us of any changes, You acknowledge that We have the right to and will rely on the information You provided as if it were accurate and complete.

## CONTROL OVER THE TRANSACTION

**9. Shipment Releases and Requests to Withhold Release.**

(a) We shall not be liable for any Shipment released by Us except in cases of actual fraud in connection with the release of a shipment.

(b) Holds cannot be assured on shipments which are express or subject to telex, email, fax, or similar releases

(c) Shipments will be released unless:

(i) We receive a written instruction to hold the shipment and such instruction is received within a sufficient amount of time before the release,

(ii) Your instructions set forth a prima facie legally sufficient basis for holding the shipment and/or Transaction, and

(iii) Where We are the carrier, that You indemnify and hold Us harmless from the consequences of withholding the release, including but not limited to, additional expenses, charges, fees and legal expenses.

**10. Failure to Collect Cargo.**

In the event that You or the person you intended to deliver goods to, fails to collect cargo within ten (10) calendar days of its availability, in order to mitigate accruing charges, You consent to Us, to declare the cargo as abandoned provided that We give you at least 3 calendar days advance notice of Our intent to declare the goods as abandoned. Abandonment of the cargo does not relieve You of any prior or future financial obligations with respect to that cargo.

**11. Means, Routes, and Agents.**

(a) We are not obligated to handle or service Your Transaction either by transporting, warehousing or otherwise, or obtaining custody or exercising control over any shipment and/or Transaction, and

(b) Where We agree to handle or service Your shipment and/or Transaction, it is Your right to select the means and routing as well as any Third-Party, including agents, to be used in handling or servicing Your Transaction. To make such selection You must:

(1) provide timely and specific instructions as to Your selection, and

(2) We acknowledge receipt of Your instructions.

(c) If You do not instruct Us in writing that Your selection(s) is mandatory, the selection will be considered a preference. We will make reasonable efforts to comply with Your preference but may make alternate selections if We deem them necessary.

(d) If You do not provide timely and specific instructions as to Your selection, You authorize Us to make the selection on Your behalf, including selecting Ourselves.

(e) We will employ best efforts in making selections, however, selection does not constitute a warranty that the Third-Party, person or agent selected will render the services contracted for, or that the means or routing selected is the safest, best, most efficient or cost effective.

**12. Entrusting Transaction to Third-Parties.**

(a) You authorize Us to entrust the handling, possession, custody and control of Your shipment and/or Transaction to the Third-Party that either You or We selected subject to their terms and conditions and limitations of liability, and

(b) We do not assume responsibility or liability for any action(s) and/or inaction(s) of selected Third-Party, person, or agent, including but not limited to, delay or loss of any kind, which occurs while a shipment and/or Transaction is in their custody or control, and you agree to waive any claims against us except in the case of actual fraud on our part.

## LIMITED LIABILITY FOR LOSSES OR DAMAGES

**13. Shipment Details.**

When We prepare and/or issue a bill of lading, warehouse receipt or similar document, We shall not be obligated to specify thereon the number of pieces, packages and/or cartons, etc. and shall rely solely upon the cargo weight You supplied, unless:

(a) You specifically request Us in writing to do so, and

(b) You agree to pay, and do pay, for any additional charges or costs related to the requested change.

**14. Limitations of Liabilities.**

(a) Many Third-Parties that may service Your Transaction or to whom Your Transaction may be entrusted limit their liability for losses, damages, delay, or other events.

(b) Similarly, We have certain limits of liability which are set forth in these Terms.

**15. Our Limitation of Liability.**

(a) We are not liable for losses, damages, delays, or other injuries caused by a Third-Party, including Us when We are considered a Third-Party under these Terms, and any claims related to the Third-Party can be brought only against that Third-Party subject to their independent limitations of liability.

(b) We shall be liable in the event of fraud on our part only for Our own negligent acts, which are the direct and proximate cause of any injury or damage to You, Your shipment and/or Transaction.

(c) If we are liable, and unless you opted to increase Our liability, Our liability is limited as follows:

(1) If Your claim arises from acts related to Customs Business, $50.00 per entry or the amount of brokerage fees You paid Us for the entry involved, whichever is less;

(2) If Your claim arises from an act, other than those related to Customs Business, $75.00 per Transaction.

(3) If the limits of liability provided for in these Terms are overridden by statute, then the minimum provided for by that statute shall apply.

(d) Under no circumstances shall We be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, resulting from Our own conduct or that of a Third-Party, even if We had been put on notice of the possibility of such damages.

**16. Option to Increase Limitations of Liability and/or Obtain Insurance Protection.**

You have the option to increase Our limitations of liability and/or those of a Third-Party by declaring a higher value and paying a charge based upon that higher value, and/or to obtain additional protection through insurance.

**17. Increasing Limitations of Liability by Declaring Higher Values.**

(a) We will be under no obligation to declare a higher value or otherwise increase a limitation of liability unless:

(1) You give Us prior written instructions to declare a higher stated value prior to the occurrence of any event which would create a liability, and

(2) The party whose limitation will be increased be that Us or a Third-Party, including Us when we act as a Third-Party, must accept the increase in liability in writing,

(b) You must pay the charges for the increase in liability prior to the occurrence of any event which would create a liability otherwise the increase in liability shall not be effective.

(c) If You do not provide Us with timely specific written instructions regarding declaring a higher value:

(1) the valuation You placed on the goods and/or Transaction shall be considered solely for export or customs purposes, and

(2) the goods and/or Transaction will be handled and/or or entrusted to a Third-Party subject to any prevailing liability limitations.

**18. Obtaining Insurance for Goods in Transit**

(a) We will be under no obligation to procure insurance covering goods and/or Transactions while in transit unless:

(1) You give Us written instructions to obtain insurance prior to the time that the insurance is to take effect,

(2) Your request must state the kind and amount of insurance to be placed, any special conditions, the identity of any insurance broker, agent, or carrier with which You would like the insurance placed, and

(3) We have confirmed Your request in writing.

(b) We will make reasonable efforts to place insurance, however, We do not undertake or warrant that such insurance can or will be placed.

(c) Where We are able to obtain insurance, You are obligated to and shall pay all premiums, costs and charges in connection with procuring requested insurance, irrespective of whether You have or will make a claim against that insurance.

**19. Obtaining Insurance for Goods Held in Warehouse or Elsewhere.**

Insurance covering goods in transit does not automatically cover those goods either before or after transit. We shall be under no obligation to obtain insurance to cover goods in warehouse or elsewhere, unless:

(a) You provide Us with written instructions to obtain coverage, and

(b) You agree that in all other respects, the terms, conditions, and procedures for obtaining In-Transit insurance shall apply to this and any other insurance.

**20. Failure of a Third-party to Obtain Insurance.**

We are not liable for a Third-Party's, motor carrier's, or Freight Broker's failure to maintain insurance or for the accuracy of any documentation evidencing coverage furnished by them to Us or You.

## RESPONSIBILITY FOR CONSEQUENCES OF TRANSACTION

**21. Excusable Delay.**

There may be times when unforeseeable circumstances, sometimes referred to as Force Majeure events, will prevent or excuse Us or others from fully performing some or all of the services related to and including those that You requested and any related losses, damages, changes in delivery, including total loss.

The nature of Force Majeure events are such that they are generally known publicly. We shall, nevertheless, endeavor to advise you of such conditions when we believe they exist or that they will or might affect your transaction. Such notice may not necessarily include the term Force Majeure, which includes but is not limited to the following circumstances: acts of God, natural disasters, power failure, epidemic, severe health crisis or other public emergency; cybersecurity threats, outages or attacks; war, armed conflict, piracy, hijacking, robbery, theft, terrorism; transportation incidents or deterioration; embargoes, blockades; civil commotions or riots; defects, nature, or inherent vice of goods; acts, breaches, or omissions by Carrier, Customer, Shipper, Consignee, or interested parties; government action, including denial/cancellation of licenses; strikes, lockouts, or labor conflicts.

You acknowledge that during the continuation of those events where Our performance obligations under Our Terms or Third-Parties obligations are suspended, that suspension of performance does not, invalidate Our Terms nor, relieve you of Your obligation to pay for services performed Us or a Third-Party, and anything due the government.

**22. Detention, Seizure, Confiscation, and Forfeiture.**

The detention, seizure, confiscation or forfeiture of Your shipment, goods, documents and/or Transaction by any governmental authority shall not affect or diminish Your obligation to pay Us all monies, disbursements and charges due with respect to the affected Transaction or any other Transaction.

**23. Liability from Transaction, Incorrect, Incomplete or Untimely Information or Documentation.**

In the event that any claim, proceeding, or suit is brought against Us with respect to, or as a consequence of, Your Transaction or Your conduct: (a) We shall give You notice in writing by mail at the address We have on file for You.

(b) You agree to indemnify, defend, and hold Us harmless from any claims and/or liability arising from the importation, exportation, transportation, or stemming from any service We provided to You relating to Your merchandise and/or Transaction, as well as from Your conduct, including but not limited to the inaccuracy of entry, import, export or security data that either You, Your agent, or representative supplied which violates any Federal, State and/or other laws, and

(c) You also agree to indemnify and hold Us harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to attorneys' fees, fines, penalties, disbursements and expenses which We or You may incur, suffer or be required to pay by reason of claim or other action by a government agency or private party.

(d) If you fail to provide any defense required under these Terms and/or pay for such defense, we shall retain attorneys and You hereby consent to the entry of a judgment in the full amount plus reasonable legal fees, disbursements and expenses, regardless of the outcome of the claim, as well as a "penalty fee" of 24.9%/yr of the total defense costs calculated from the date the claim was instituted in any Jurisdiction and in any forum, whether in Court, Arbitration or otherwise to the date of actual payment to Us.

## TRANSACTION COSTS

**24. Quotations Not Binding.**

(a) Any quotation which We provide as to charges, rates or duty, freight charges, insurance premiums, or other charges or disbursements are for informational purposes only and are subject to change without notice.

(b) When We will transport a shipment, quotation as to Our charges, freight charges, insurance premiums, and other related charges and expenses will be binding on Us but only if:

(1) We specifically undertake, in writing, to handle the shipment at a specific rate,

(2) You acknowledge and accept the quote in writing within the time specified in the quote and the service is provided during the covered period, and

(3) the specifics of the shipment remain consistent with the facts upon which the quote was predicated.

**25. Providing Credit and Advancing Money.**

We are under no obligation to extend You credit or to advance any money on Your behalf. If We do, it does not mean that We are obligated to continue to do so.

**26. Financial Terms Under Which Your Business is Undertaken.**

In the absence of alternate credit arrangements, Your business is undertaken on:

(a) a cash-in-advance basis for disbursement, and

(b) a cash-on-delivery basis for all other charges.

(c) For purposes of this paragraph, cash means legal tender, bank check, cashier's check, or certified check.

**27. Making Funds Available.**

You understand that You will need to deposit with Us sufficient funds as indicated by Us in order to cover disbursement of any kind including estimated duty and carrier's charges prior to the time that We need to make the disbursement.

If you fail to make funds available as required:

(a) this may result in delay detention, seizure, confiscation or forfeiture of your shipment or goods and;

(b) unless You have made arrangements, which We have confirmed in writing, there shall not be any expectation on Your part that any funds will be advanced by Us on Your behalf regardless of the consequences.

**28. Payment of Disbursements.**

If We make a disbursement prior to receipt of Your funds, You agree to pay the total disbursement shown on Our invoice immediately upon receipt without adjustments or offsets.

**29. Receipt of Monies on Your Behalf.**

Payment to Us for Customs duties, transportation charges, and related payments advanced by the Us shall be deemed paid in trust on Your behalf and treated as pass through payments made on Your behalf for which You agree that We act as a mere conduit.

**30. General Lien in Consideration of Credit or Advancement of Money.**

(a) In addition to any specific liens We have, in consideration of extending credit, incurring any expense, guaranteeing any payment or advancing any money in any form or for any reason, You grant Us a general and continuing lien on any of Your property or document(s) coming into Our actual or constructive possession or control or enroute, for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both and that Our lien shall survive delivery; and You hereby authorize Us to

retain custody and/or control of the property or document(s), to stop them in transit or take such other steps necessary to secure them, and full payment of any money due Us.

(b) You may, at any time, and without penalty, refuse credit and avoid the application of the general lien provision by:

(1) satisfying any presently outstanding invoices, and

(2) providing funds and paying Our invoices in accordance with these Terms going forward.

**31. Compensation and Reimbursement.**

We are entitled to compensation for the services that We render and reimbursement for any monies We have paid or shall be obligated to pay with respect to Your Transaction.

(a) Our compensation includes, and is in addition to, the rates and charges of all carriers and other Third-Parties and agents which were selected or engaged to service or handle Your Transaction. Such compensation is exclusive of any brokerage, commissions, dividends or other revenue which We may receive from carriers, Third-Parties, insurers and others in connection with Your Transaction.

(b) In the case of ocean exports where We have acted as a Freight Forwarder, upon request, We will provide You with a detailed breakout of all charges assessed and a true copy of each pertinent document relating to those charges.

**32. Payment of Invoices.**

Payment of Our invoices is due according to the term printed on the front of the invoice. If no term is specified on the invoice, and We have not otherwise agreed in writing, then payment is due seven (7) calendar days after the date of the invoice.

**33. Application of Payments.**

We may apply any payments, monies received or held, or credit(s) issued against Your outstanding invoice(s) or invoice item(s) as We deem appropriate regardless of any designation to the contrary, except that We will not apply any payments You have made against an invoice item which is under dispute.

**34. Delinquent Payments.**

(a) If You do not pay an invoice in full when due, or make a timely dispute of an invoice item, the invoice, excluding only the item in dispute, will be deemed delinquent.

(b) Delinquent invoices will be subject to an annual finance charge running from the date of delinquency and irrespective of any grace period. It shall accrue at the rate of 18% per annum and invoiced periodically as we deem appropriate. The fact that we have not invoiced You for an annual finance charge does not act as a waiver of our right to it and you shall be obligated to pay the finance charge whether billed or not.

(c) If any invoice is delinquent, We shall have the right to declare all outstanding invoices and amounts immediately due and payable regardless of any term contained on the invoice or in any other writing.

**35. No Obligation to Provide Continuing Services.**

In addition to any other right We may have,

(a) We are not obligated to perform any work for You either while You are delinquent in payments of any of Our invoices or are otherwise in breach of these Terms, or thereafter, and

(b) We shall not be liable for the consequences of our non-performance from the time we give You written notice that We will no longer perform work for You.

**36. Disposition of Property to Satisfy Delinquent Invoices.**

(a) If You are delinquent in paying any of Our invoices, We shall have the right and authority to enforce any lien We have by sale of the property and/or document at public or private sale or auction in order to satisfy the outstanding invoice(s).

(b) Prior to any sale of property or documents to satisfy delinquent invoices and related charges as are secured by Our lien, We will provide You with written notice of:

(1) Our intent to enforce the Lien by sale,

(2) The identity of the property or documents to be sold,

(3) The exact amount of monies due and owing, and

(4) Any on-going storage or other charges.

(c) The property and/or documents will be sold 30 days after Our notice to You, unless You do one of the following:

(1) You pay all amounts due less any individual invoice items for which a notice of dispute was timely and properly filed,

(2) For amounts not in dispute, You post alternate collateral, in the form of cash or letter of credit at sight, or,

(3) For amounts which are in dispute, You post a bond in Our favor issued by an entity acceptable to Us in an amount equal to 130% of the total amount due Us and that such bond guarantees payment of the monies owed, plus all storage charges accrued or to be accrued, plus interest and penalty charges as may be otherwise provided for in these Terms.

(d) It shall be Your responsibility to notify all parties which might have an interest in the property or documents of both Our rights to the lien and of Our intent to enforce the lien through sale of the property and/or documents.

(e) Upon completion of the sale, We will apply the net proceeds to the payment of the amount due to Us. Any surplus from such sale shall be tendered to You and You shall remain liable for any deficiency from the sale.

**37. Collection of Delinquent Invoices.**

In any referral for collection or action against You for money due Us, You shall pay the expenses of collection and/or litigation, including reasonable attorney fees, disbursements and expenses of enforcement.

## OTHER SERVICES

**38. Maintaining Records.**

(a) It is Your duty and You are solely liable for maintaining all records required by Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and §1509) and any other records required under any other Laws and Regulations of the United States.

(b) We are not obligated to act, nor are You permitted to claim, that We are acting on Your behalf as a "third-party recordkeeper" as provided for in Section 509(d)(1)(C) of the Tariff Act, as amended, or otherwise as a "recordkeeper" or "recordkeeping agent" unless:

(1) You request Us in writing to act as a recordkeeper for You, and

(2) We agree in writing:

(i) to act as Your "Third-party recordkeeper", "recordkeeper" or "recordkeeping agent",

(ii) what records We will maintain, and

(iii) a rate for this service as well as any other terms and conditions.

(c) If We are not engaged to act as Your "Third-party recordkeeper," We shall only be obligated to keep such records as We are required to maintain by Statute(s) and/or Regulation(s).

**39. Filing Protests, Petitions, or Obtain Rulings.**

We 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 or other actions, unless You:

(a) make a written request to Us a sufficient time in advance of when We are to act,

(b) detail the specific pre- or post- Entry action We are to take,

(c) acknowledge that in doing so We do so as Your agent and that We do not assume any liability for the outcome of such action, and

(d) We agree in writing to perform such additional services.

**40. C.O.D. Shipments**

We cannot honor any requests to "Cash/Collect" on "Delivery (C.O.D.)" shipments, any bank draft, cashier's and/or certified check, letter(s) of credit and other similar payment documents unless:

(a) You provide Us timely written instructions regarding the collection of documents or financial instruments, and instruction for any contingencies as to the delivery of goods,

(b) You agree that You shall have the sole responsibility to determine or assure Yourself of authenticity, legitimacy or validity of any document or instrument We collect

(c) You acknowledge that while We will use reasonable care in complying with Your instructions regarding collection,

(1) Our sole liability shall be to deliver to You any instrument(s), note(s) or bill(s), or other document(s) We receive,

(2) We shall have no liability if the bank or consignee refuses to pay for the shipment, and

(3) We make no warranty as to the authenticity, legitimacy or validity of such document(s), or any part thereof, and We shall not be responsible or liable should they be deficient in any way.

## CLAIMS AND DISPUTES

**41. Cooperation with Claims Generally.**

Where a claim has been made relating to any Transaction which We have handled, You authorize Us to fully cooperate with any insurance carrier, surety or their respective attorney, and to provide them with the documentation and information they request, even if such claim results from a dispute between "Customer" and "Company."

**42. Notice of Claim or Dispute with Third-Parties.**

Claims in connection with the act of a Third-Party, including Us where We acted as a Third-Party, shall be brought solely against the Third-Party.

You must give notice:

(a) In the manner and within the time frames specified by the Third-Party and

(b) Any suit against them commenced according to that Third-Party's terms.

**43. Cooperation with You Regarding Claims or Disputes with Third-Parties.**

We will reasonably cooperate with You with respect to any claims against a Third-Party, and if timely requested in writing, assist in the preparation and/or filing of claims relating to the act of such Third-Party except where we acted as Third Party. You shall be liable for Our charges as well as any charges or costs We incur in connection with such assistance.

**44. No Liability Created by Assisting in Making Claims.**

Where We assist in the preparation and/or filing of claims relating to a Third-Party, We do so as Your agent, and in doing so We do not assume any liability for any injury or damage You, Your shipment and/or the Transaction may sustain.

**45. Notice of Dispute With Us as to Invoice Items.**

Notice of Dispute must be made on each invoice line(s) that You dispute and You must:

(a) Include a written statement that clearly provides the basis for non-payment along with supporting documentation attached.

(b) Present it to Us at Our office within fourteen (14) calendar days after the date of the invoice

**46. Preliminary Notice of Loss, Damage, or Non-Performance.**

It is essential that We have time to investigate any Loss, Damage, or address any Non-Performance. You agree to provide Us with preliminary notice of any problem, loss, or damage, in writing, within 72 hours of Your discovery of the problem.

**47. Notice of All Claims or Disputes with Us.**

Notice of any act, omission or default by Us in connection with an exportation, importation, transportation or other services We provided must be:

(a) included in a written statement that clearly sets forth the basis for the claim to which a sworn proof of claim and supporting documentation shall be attached,

(b) for domestic transportation by motor vehicle, presented to Us at Our office within nine (9) months from date of transportation or service,

(c) for all other transactions including brokering domestic motor carrier transportation, importation, exportation or international transportation or service, presented to Us at Our office within ninety (90) days from date of exportation, or importation, transportation or service.

**48. No Change in Time Limits Permitted.**

No agent or employee of Our Company has any authority to alter or waive any time frames within which to dispute or present a claim, or to extend the Statute of Limitations under these Terms.

**49. By When You Must Bring Any Suit on Any Claim or Dispute**

(a) If You have not made a timely and proper Notice of a claim or dispute with Us, it shall act as a complete bar to any suit or action against Us.

(b) All suits against Us must be filed and properly served on Us as follows:

(i) For claims arising out of the preparation and/or submission of an import entry(s), or other Customs Business activities, within seventy-five (75) days from the date of liquidation of the entry(s),

(ii) For claims arising out of ocean transportation, within one (1) year from the date of the 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 domestic motor vehicle transportation, within two (2) years from the date of denial of claim;

(v) For any claims relating to any other mode of transportation, within two (2) years from the date of the loss or damage or if provided for by statute, from date of denial of any claim;

(vi) For all other claims of any type regardless of what is provided for in any statute in any jurisdiction, unless prohibited by statute, it is agreed that all suits against Us must be filed within one (1) year from the date of the loss.

## LEGAL

**50. Title & Headings.**

The titles and headings used in these Terms are for convenience of reference only

**51. Tenses, Singular.**

(a) Tenses. Unless the context requires otherwise, words using the past tense shall include present and future and vice versa.

(b) Singular. Unless the context requires otherwise, use of the singular shall include the plural and vice versa.

**52. No Modification or Amendment Unless Written.**

(a) Any attempt to unilaterally modify, alter, amend or otherwise waive or vary any of these Terms shall be null and void.

(b) These Terms may only be amended, modified, or altered through a writing signed by both of us (Customer and Company).

**53. Waivers are Not Continuing.**

Our waiver of any provision of these Terms, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision of these Terms or to otherwise waive or invalidate any other provision of these Terms.

**53. Severability.**

These Terms are severable and the invalidity or unenforceability of any provisions of these Terms shall not affect the validity or enforceability of any other provision of the Terms, which shall remain in full force and effect.

**54. Construction of Terms.**

These Terms shall be construed according to the laws of the State of New York.

**55. Jurisdiction and Venue.**

Both Customer and Company agree that in any suit related to these Terms or the services We provided:

(a) any lawsuit shall be brought exclusively in the U.S. District Court for the Southern or Eastern District of New York or the Supreme Court of the State of New York, County of New York. Where there is concurrent jurisdiction the action shall be brought in the Federal Court.

(b) both Company and Customer consent to the said court's exercise of in personam jurisdiction, and

(c) any subsequent action to enforce a judgment may, nevertheless, be brought in any jurisdiction.

Approved: *International Forwarders Customs Brokers Association, Inc*. (09/2026)