GENERAL TERMS & CONDITIONS OF SERVICE

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

1. Agreement. The Company and the Customer agree that these terms and conditions of service constitute a legally binding contract. Customer acknowledges that the terms and conditions of the Company's standard international air waybill, ocean bill of lading, warehouse terms and conditions, master customs power of attorney and its currently effective tariffs are hereby incorporated by reference. The Customer acknowledges and agrees that it is required to provide the Company with true, complete, current and accurate information.

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

3. Authority of Company. The Company shall have the authority to select and engage carriers, truckers, lightermen, forwarders, customs brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Customer, and the goods may be entrusted to such agents as conditions to as limitation of liability for forwards, customs brokers, agents, warehousemen and others. The Customer shall be responsible for making claims against such agents for any loss or damage suffered by the goods, and indemify the Company against any loss or liability that may be incurred by the Company in connection with the services rendered, including, but not limited to, claims for loss or damage to the goods caused by the acts or omissions of the agents of the Customer.

4. Liability Limitations of Third Parties. The Company is authorized to select and engage carriers, truckers, lightermen, forwarders, customs brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Customer, and the goods may be entrusted to such agents as conditions to as limitation of liability for forwards, customs brokers, agents, warehousemen and others. The Customer shall be responsible for making claims against such agents for any loss or damage suffered by the goods, and indemify the Company against any loss or liability that may be incurred by the Company in connection with the services rendered, including, but not limited to, claims for loss or damage to the goods caused by the acts or omissions of the agents of the Customer.

5. Choosing Routes or Agents. Unless expressly instructed in writing from the Customer and accepted by the Company, the Company has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods.

6. Quotations Not Binding. Quotations for the services of duty, freight charges, insurance 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 in writing specifically undertaken.

7. Application of Terms and Conditions. Company and Customer agree that these terms and conditions of service constitute a legally binding contract. Customer acknowledges that the terms and conditions of the Company's standard international air waybill, ocean bill of lading, warehouse terms and conditions, master customs power of attorney and its currently effective tariffs are hereby incorporated by reference. The Company acknowledges and agrees that it is required to provide the Company with true, complete, current and accurate information.

8. Declaring Higher Value. Inasmuch as the truckers, carriers, warehousemen and others to whom the goods are entrusted (collectively, the "Third Parties") usually limit their liability for loss or damage unless a higher value is declared and the charge thereon is paid to such carriers, truckers, warehousemen or otherwise, the Company will not be liable for the loss or damage incurred unless it has been notified in writing by the Customer that such a higher value has been declared and the charge thereon has been paid to such carriers, truckers, warehousemen or otherwise. If the Customer shall refuse to pay the extra charge and the Company shall be required to pay for the loss or damage then the demurrage charges and the cost of the extra insurance, if any, will be added to the charges due the Company under this contract.

9. Insurance. The Company will make reasonable efforts to effectuate insurance in accordance with the Customer's request. The Company will not be liable for any insurance placed unless the insurance is in accordance with the Customer's request and the Company has charge of the insurance placed. The Company does not accept any responsibility for the accuracy of the insurance certificates or policies issued and will only be responsible for those placed by the Company.

10. Duty to Furnish Information. (a) On an import shipment at a reasonable time prior to entering of the goods through U.S. Customs, the Customer shall furnish to the Company invoices in proper form and other documents necessary or useful in the preparation of the U.S. Customs entry and also, such further information as may be sufficient to establish inter alia, the dutiable value, the classification, the country of origin, quantity, weight, admissibility and the genuineness of the merchandise and any mark or symbol associated with it, and the Customer's right to import and dispose of the merchandise, pursuant to U.S. law or regulation. If the Customer fails to furnish in a timely manner such information or documentation as are required, the Company shall be entitled to discharge the goods, in whole or in part, as the Company may elect, and the Customer shall be responsible for any loss, damage, expense or delay occurring in such discharge, including but not limited to, the cost to transport the goods back to the place of discharge. The Company is not required to make any refund for any insurance or related charges. (b) The Customer shall not in any way be responsible or liable for any loss, damage, expense or delay to the goods to be forwarded or imported except as provided in paragraph 10 and subject to the limitations of paragraph 11 below, but undertakes only to use reasonable care in the selection of carriers, truckers, lightermen, forwarders, customs brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods. The Customer shall neither be responsible nor liable for the loss, damage, expense or delay occurring during such activity, notwithstanding the fact that the bond has been executed by the Company as principal, it being understood that the Company entered into such understanding at the instance and on behalf of the Customer, and the Customer shall indemnify and hold the Company harmless for the consequences of any breach of the terms of the bond. (c) On an export or import shipment at a reasonable time prior to shipment of the goods, the Customer shall furnish to the Company the commercial invoice in proper form and other documents necessary or useful in the preparation of the U.S. Customs entry and also, such further information as may be sufficient to establish inter alia, the value of the merchandise and the country of origin, weight, merchandise description, the names of the consignor and consignee, the names of the carriers, port of loading, and port of discharge or delivery, or such other information as may be necessary to clear the merchandise for export or import, and the Company will not be responsible or liable for any such loss, damage, expense or delay caused by the Customer's negligence or other fault of the Customer, in which event it is required to the Customer shall be governed by the provisions of these terms. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the Company by the Customer or its agent for entry, and if such information is incorrect or incomplete, all labor and savings arising therefrom shall belong to the Company. The Customer agrees and holds the Company harmless from all claims and actions for any loss, damage or shortage of any such goods, (c) On an export or import shipment, the Company shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless, caused by the negligence or other fault of the Customer, in which event it is required to the Customer shall be governed by the provisions of these terms. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the Company by the Customer or its agent for entry, and if such information is incorrect or incomplete, all labor and savings arising therefrom shall belong to the Company. The Customer agrees and holds the Company harmless from all claims and actions for any loss, damage or shortage of any such goods.

11. Indemnification of Third Parties. The Company shall not be responsible for loss, damage, expense or delay to the goods caused by the acts or omissions of any bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or loss during transmission, or while in the course of collection.

12. Indemnification of Customer. (a) On an export shipment, the Company shall not be held responsible or liable for increased duty, penalty, fine or expense unless, caused by the negligence or other fault of the Company, in which event it is required to the Company shall be governed by the provisions of these terms. The Company shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the Company by the Customer or its agent for entry, and if such information is incorrect or incomplete, all labor and savings arising therefrom shall belong to the Company. The Customer agrees and holds the Company harmless from all claims and actions for any loss, damage or shortage of any such goods, (b) On an export or import shipment, the Company shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless, caused by the negligence or other fault of the Company, in which event it is required to the Company shall be governed by the provisions of these terms. The Company shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the Company by the Customer or its agent for entry, and if such information is incorrect or incomplete, all labor and savings arising therefrom shall belong to the Company. The Customer agrees and holds the Company harmless from all claims and actions for any loss, damage or shortage of any such goods.

13. Indemnification for Freight, Duties, etc. In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against the Company for freight, duties, fines, penalties, liquidated damages or other money due arising from a shipping of goods from the Company, the Customer agrees to indemnify and hold the Company harmless for any amount the Company may be required to pay such carrier, other person or governmental agency. The Customer agrees to hold the Company harmless from and against any losses, expenses, claims, demands, judgments, penalties, fines, or taxes which may be required to be paid or imposed upon the Company because of the Customer's negligence or other fault.

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

15. Governing Law. This contract shall be construed and enforced according to the laws of the State of New York or the State of Texas, as applicable, without regard to any conflict of law. The Company and the Customer (a) agree that any legal proceeding relating to the services performed by the Company shall be brought only in a court of competent jurisdiction in the State of New York, and (b) irrevocably consent to the jurisdiction of any such court in New York State.