These terms and conditions of service constitute a legally binding contract between the Customer and Company. Failure to observe these terms and conditions will result in the termination of this service. By using or accessing the services of Company, you signify your agreement to these terms and conditions of service. In the event of any conflict between these terms and conditions of service and any other agreements, the terms and conditions of service shall govern.

1. Definitions. (A) "Customer" shall mean the person, firm, association, corporation, or other entity for whom or on whose behalf the services are rendered, and (B) "Company" shall mean the person or firm rendering the service, as well as its agents and/or representatives, including, but not limited to, owners, shippers, importers, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, transferees, transshipments, etc. It is the responsibility of the Customer to provide notice and copy of these terms and conditions of service to all such persons or entities. (agents or representatives)"Document shall mean a receipt, invoice, statement, or other written or electronic document that includes information related to the transportation of goods.

2. Company as agent. The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the zone admission, transfer, entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an independent contractor. If the parties enter into a contract, then in such event the remainder hereof shall remain in full force and effect.

3. Liability of Company (Limitations of Actions): In no event shall the Company be liable for any act, omission or default by it in connection with an admission, transfer, entry or transportation, except as hereinafter provided. The Company shall not be liable for any act, omission or default in connection with the transportation of goods if the goods are transported by another carrier, unless the Company is liable for any such act, omission or default.

4. For the purposes of this definition, "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, carriers, lightermen, forwarders, brokers, customs brokers, agents, warehousers, foreign trade zone ("zone") operators and others to which the goods are entrusted.

5. Limitations of Liability. The Company shall not be liable for any act, omission or default in connection with the transportation of goods if the goods are transported by another carrier, unless the Company is liable for any such act, omission or default.

6. Declaring Higher Valuation. Inasmuch as truckers, carriers, warehousemen, zone operators and others to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said truckers, etc., the Company must receive specific written instructions from the Customer to pay such higher charge based on valuation and the trucker, etc., must accept such higher declared value; otherwise the valuation placed by the Customer on the goods shall be considered solely for export or customs purposes and the goods will be delivered to the truckers, etc. subject to the limitation of liability set forth herein.

7. Quotations Not Binding. Quotations as to fees, rates, duty, freight charges, insurance premiums or other charges given by Company to the Customer are for informational purposes only and are subject to change without notice.

8. No quasi-agency. No quasi-agency relationship shall be created between the Company and Customer, nor shall Company be construed to be an agent of the Customer in respect of any services performed for Customer.

9. Indemnification of Freight, Duties. In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against the Company for ocean or any other freight, duties, fines, penalties, liquidated damages or other money due arising from a Customers shipment of goods and/or any act of the Customer, including but not limited to the inaccuracy of admission, entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further the Customer agrees to indemnify, defend and hold harmless the Company for any claim or amount the Company may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorney fees, incurred by the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The Customer agrees that the costs and expenses determined by the Company in the above manner shall be paid to the Company by the Customer as and when due, or the Company shall be entitled to suspend all further performance of the services executed by the Company as principal, it being understood that the Company entered into such undertaking at the instance and on behalf of the Customer, and the Customer shall indemnify and hold the Company harmless for the loss or liability incurred by the Company as principal in performing such acts as are required by the Customer, pursuant to the instructions and agreements set forth hereinon.

10. General Liability. 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, admission, or transaction, or (ii) where the claim arises from request for documentation, $50.00 per shipment, admission, or transaction. (c) "Documentation" shall mean all海关 documents, warehouse documents, inland transit documents, storage documents, and/or blank or service-

11. Indemnification. The Company shall not be liable for any act, omission or default in connection with the transportation of goods unless the Company is liable for any such act, omission or default.

12. Sale of Perishable Goods. Perishable goods or live animals to be exported or which are cleared through customs concerning which no instructions for disposition are furnished by the Customer may be sold or otherwise disposed of by the Company, but the Company shall be liable only for the reasonable care of such goods or animals.

13. No Responsibility For Governmental Requirements. It is the responsibility of the Customer to know and comply with the marking requirements of Customs & Border Protection, the regulations of the U.S. Food and Drug Administration, and any other regulations or laws of the U.S. and the country of destination of the goods. The Company shall not be liable for any loss, fine, penalty, or other expenses caused by the Customer's failure to make timely presentation of any invoices, documents and information, and the Company shall not be responsible for any act or omission of others.

14. Declaring Higher Value To Third Parties. Third parties to whom the goods may be shipped 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 charges thereof; in the absence of written instructions 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 a lower declared value.

15. Insurance. The Company will make reasonable efforts to ensure that all insurance policies under which the goods shall be insured are as adequate as possible under the circumstances. The Company may, at its discretion, purchase, or advise the Customer to purchase, insurance in excess of the amount required or requested by the Customer, but the Company shall not be liable for any failure of the insurance company or person to whom any such insurance premiums are paid to accept, pay, or perform, or for any act or omission of such insurance company or person, nor for any additional charges thereon, or for any delay or act in connection therewith. The Company shall have no liability for the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; the Company shall not be liable for any loss or damage to any goods, article, or commodity or to any property or equipment, caused by the Company's negligence or the negligence of its agents or employees or by the acts of God, including but not limited to fire, flood, storms, lightning, war, acts of terrorism, or otherwise, and Company shall not be liable for any losses, fines, penalties claims or any other amount payable as the result of Customer's failure to timely present all of the invoices, documents and information required to the insurance company or person to whom any such insurance premiums are paid.

16. 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 these terms and conditions of service shall be null and void.

17. No Waiver. No waiver by Company of any right or provision in these terms and conditions of service shall be considered a waiver of any other right or provision in these terms and conditions of service.

18. 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, in connection with such dispute, wherever it may be brought in said courts; (c) consent to the exercise of