1. 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, warehousing and terms and conditions, master customs power of attorney and its current effective tariffs are hereby incorporated by reference. The Customer acknowledges and agrees that it is responsible to provide notice and a copy of these terms and conditions to all of its agents, consignees, consignors, carriers, or third parties.

2. Standing of Company Act as an independent contractor, except as to the performance of the following services where Company acts as an "agent" of Customer: entry and release of goods; post entry services; the securing of export entries and the export documentation services, and any other services which normally are performed by an independent contractor or third party and which are reasonably necessary for the proper and safe delivery of the goods.

3. Services by Third Parties. Unless the Company carries, stores, or otherwise physically handles the shipment, and loss, damage, expense or delay occurs during such activity, the Company assumes no liability as a carrier and shall not be held responsible for any loss or damage, damage, expense or delay arising therefrom. In such cases, the Company shall assist the Customer in obtaining direct payment from such third party responsible for the loss, damage, expense or delay. Customer hereby agrees to hold the Company harmless for any actions taken by the Company in connection therewith.

4. Limitations of Liability. The Company is authorized to select and engage carriers, truckers, lightermen, forwarders, common brokers, agents, warehouses and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered independent contractors of Customer and not employees or agents of the Company. In no event shall the Company be responsible or liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are delivered to any of such carriers, agents, or forwarders, nor when such goods are handled by the Company in the course of the transportation and the handling of such goods, nor when such goods are shipped or transported by such carriers or agents. The Company shall not be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are delivered to any of such carriers, agents, or forwarders, nor when such goods are handled by the Company in the course of the transportation and the handling of such goods, nor when such goods are shipped or transported by such carriers or agents.

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance fees or other charges given by or on behalf of the Company are for informational purposes only and are subject to change without notice and shall not under any circumstances limit the Company's liability to the Customer. Any insurance quote shall be exclusive of any brokerage, commissions, dividends or other revenue received by the Company from carriers, insurance companies or others in connection with the shipment.

6. Duty to Furnish Information. (a) On an import shipment at a reasonable time prior to entry 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 the Company shall require in order to comply with its obligations to U.S. Customs and the carrier. (b) On an export shipment, the Customer shall furnish to the Company the commercial invoice in proper form, a proper consular declaration and all other documents, measures, values and other information in the form and to the extent required by the laws and regulations of the U.S. and the country of destination of the goods. (c) On an export or import shipment, the Company shall not in any way be responsible for losses for increased duty, penalty, fine or expense unless, caused by the negligence or other fault of the Company, in which event its liability to the Customer shall be governed by the provisions of these Terms. The Company shall be bound and by warranty the accuracy of all invoices, documents and information furnished to the company by the Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold the Company harmless for the consequences of any breach of the terms of the bond. (d) On an export shipment at a reasonable time prior to entry of the goods, the Customer shall furnish to the Company the commercial invoice in proper form, a proper consular declaration, all other documents, measures, values and other information in the form and to the extent required by the laws and regulations of the U.S. and the country of destination of the goods.

7. Duty to Furnish Information. (a) On an import shipment at a reasonable time prior to entering 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 the Company shall require in order to comply with its obligations to U.S. Customs and the carrier. (b) On an export shipment, the Customer shall furnish to the Company the commercial invoice in proper form, a proper consular declaration and all other documents, measures, values and other information in the form and to the extent required by the laws and regulations of the U.S. and the country of destination of the goods. (c) On an export or import shipment, the Company shall not in any way be responsible for losses for increased duty, penalty, fine or expense unless, caused by the negligence or other fault of the Company, in which event its liability to the Customer shall be governed by the provisions of these Terms. The Company shall be bound and by warranty the accuracy of all invoices, documents and information furnished to the company by the Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold the Company harmless for the consequences of any breach of the terms of the bond. (d) On an export shipment at a reasonable time prior to entry of the goods, the Customer shall furnish to the Company the commercial invoice in proper form, a proper consular declaration, all other documents, measures, values and other information in the form and to the extent required by the laws and regulations of the U.S. and the country of destination of the goods.

8. Duty to Furnish Information. (a) On an import shipment at a reasonable time prior to entry 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 the Company shall require in order to comply with its obligations to U.S. Customs and the carrier. (b) On an export shipment, the Customer shall furnish to the Company the commercial invoice in proper form, a proper consular declaration and all other documents, measures, values and other information in the form and to the extent required by the laws and regulations of the U.S. and the country of destination of the goods. (c) On an export or import shipment, the Company shall not in any way be responsible for losses for increased duty, penalty, fine or expense unless, caused by the negligence or other fault of the Company, in which event its liability to the Customer shall be governed by the provisions of these Terms. The Company shall be bound and by warranty the accuracy of all invoices, documents and information furnished to the company by the Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold the Company harmless for the consequences of any breach of the terms of the bond. (d) On an export shipment at a reasonable time prior to entry of the goods, the Customer shall furnish to the Company the commercial invoice in proper form, a proper consular declaration, all other documents, measures, values and other information in the form and to the extent required by the laws and regulations of the U.S. and the country of destination of the goods.

9. Construction of Terms and Venue. These terms and conditions of service shall be construed according to the laws of the State of New York, without giving consideration to principles of conflict of law. The Company and the Customer agree that any legal proceedings or actions arising out of or relating to these Terms and Conditions of Service shall be brought in the courts of the State of New York, County of New York, or any other federal court of competent jurisdiction located within the State of New York. Customer expressly agrees that the Company may execute process and enforce any judgment obtained hereunder in any court of competent jurisdiction in the United States of America. The parties agree that any disputes arising hereunder shall be in writing and received by Company within 180 days from the acceptance date of the shipment by Company or they are time-barred. Lawsuits for overcharges or duplicate billings must be filed no later than one year from the acceptance date of the shipment by Company.