

SHIPPER'S AGENT TERMS AND CONDITIONS OF SERVICE

These Shipper's Agent Terms and Conditions of Service ("Terms and Conditions") constitute a legally binding contract between the Company and the Customer (as such terms are defined below). In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

DEFINITIONS

- (a) "Company" shall mean Rhenus Logistics LLC, or such affiliate, agent and/or representative, engaged by the Customer to provide transportation services with respect to the goods; and
- (b) "Customer" shall mean the person or entity for which the Company is rendering service, as well as its agents and/or representatives, 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.

COMPANY AS AGENT

The Company acts as the shipper's agent of the Customer for the purpose of performing duties in connection with the warehousing of the Customer's goods.

INFORMATION FROM THE CUSTOMER

The Customer warrants the accuracy and completeness of all information, instructions and particulars relating to the goods, including their nature, description, special characteristics, marks, number, weight, volume and quantity, etc., upon all of which the Company shall rely. The Customer shall reimburse the Company for any loss or expense (including additional charges) resulting from any such inaccurate or incomplete information, instructions or particulars.

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.

PREPARATION AND ISSUANCE OF BILLS OF LADING

Where the Company prepares a delivery order or bill of lading, the 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 the Customer or its agent and the Customer agrees to pay for same, the Company shall rely upon and use the cargo weight supplied by the Customer.

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, the Company shall use reasonable care in its selection of third parties in selecting the means, route and procedure to be followed in the handling, transportation, and delivery of the shipment. The Company assumes no responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and 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. 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, which shall be liable for any charges or costs incurred by the Company.

DECLARING HIGHER VALUE TO THIRD PARTIES

Third parties to whom the goods are entrusted may limit liability for loss or damage. The Company will request excess valuation coverage only upon specific written instructions from the Customer and the Customer must agree to pay any and all charges therefor. In the absence of written instructions from the Customer, or the refusal of the third party to agree to a higher declared value, at the 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.

OPTIONAL INSURANCE

In connection with all services performed by the Company, the Customer may obtain additional liability coverage, 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). Unless requested to do so in writing and confirmed to the Customer in writing, the Company is under no obligation to procure insurance on the Customer's behalf. In all cases, the Customer shall pay all premiums and costs in connection with procuring requested insurance.

FREIGHT, STORAGE AND OTHER CHARGES

Freight, storage and other charges of the Company shall be as identified by the Company in its applicable rate quotation, transportation agreement, bill of lading, air waybill and/or tariff, as applicable. Freight, storage and other charges of the company which had been based upon inaccurate or incomplete instructions or particulars may be recalculated by the Company at any time without advance notice.

OTHER CHARGES AND EXPENSES

The Customer shall be responsible for all charges and expenses relating to the goods and/or their transportation, including, without limitation, all dues, taxes, duties, fines and penalties, advances made by the Company, additional costs and expenses incurred by virtue of the Customer's actions, omissions or failure to comply with its obligations hereunder, as well as those incurred as a result of unforeseen or extraordinary circumstances.

PAYMENT

Freight, storage and other charges shall be deemed fully earned upon tender of the goods by the Customer for transportation and payable in advance and prior to delivery unless otherwise agreed in writing by the Company. Amounts due the Company shall be paid in U.S. dollars without deduction or offset. Interest on amounts due but not paid shall accrue at the rate of one and one-half percent (1.5%) per month. The Company, including all entities falling within the definition of that term above, shall be jointly and severally liable for payment of all amounts due the Company respecting the goods.

GENERAL LIEN AND RIGHT TO SELL CUSTOMER'S PROPERTY

(a) The Company shall have a general and continuing lien on any and all property of the Customer coming into the Company's actual or constructive possession or control for monies owed to the Company with regard to the shipment on which the lien is claimed, a prior shipment(s), and/or both;

(b) The Company shall provide written notice to the 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. The Customer shall notify all parties having an interest in its shipment(s) of the Company's rights and/or the exercise of such lien.

(c) Unless, within thirty (30) days of receiving notice of lien, the 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 the Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, the 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 the Customer.

DISCLAIMER OF WARRANTIES

EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE COMPANY HEREBY DISCLAIMS, ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY THE COMPANY OR SHALL BE IMPLIED BY LAW.

INDEMNIFICATION/HOLD HARMLESS

Except to the extent caused by the Company's gross negligence or willful misconduct, the Customer agrees to indemnify, defend, and hold the Company harmless from any fees, costs, claims, damages, liabilities, fines, and penalties, including, but not limited to, reasonable attorneys' fees and costs (collectively, "Losses") arising out of, related to or in connection with the services provided, which the Company has incurred, suffered or paid (or may hereafter incur, suffer or be required to pay). 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.

NO MODIFICATION OR AMENDMENT UNLESS WRITTEN

These terms and conditions of service may only be modified, altered or amended in writing signed by both the Customer and the Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

LOSS/DAMAGE TO GOODS

The Company's liability with respect to the goods, and/or the Customer, consignee and/or any other person or entity claiming by, through or with respect to the goods, and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be only as set forth in this Paragraph.

(a) No Liability. The Company shall not be liable for any loss, damage, delay, shortage, misdelivery, failure to deliver or other result caused by: an act of God; peril of land, sea or air; act of terrorism; act of public enemy; act of war; act of public or government authority or other with apparent public or government authority; fire, unless caused by the actual fault or privity of the Company; quarantine; pandemic; epidemic; act or omission of the Customer, its agent or representative; strike, lockout or other labor dispute; sabotage; riot or other civil commotion; wastage in bulk or weight or arising from the nature of the goods; inherent vice; improper and/or insufficient packing, securing, packaging, marking or addressing; latent defect not discoverable by due diligence; compliance with instructions from the Customer; goods loaded by the Customer into sealed containers or other packages, provided the seal or package remains unbroken and not physically damaged; errors in operation or navigation of a vehicle, vessel or other conveyance; or any other cause or event arising without the actual fault and privity of the Company.

(b) Consequential Damages. The Company shall not be liable for any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising, including, without limitation, loss of profits, loss of income, loss of business opportunity, business interruption, loss of use and/or loss of ability to use undamaged component or system parts, regardless of whether resulting from negligence, breach or otherwise, and/or whether such may have been foreseeable.

(c) Limitation of Liability. In the absence of additional insurance coverage as described above, the Company's liability shall be limited to \$50 per shipment or transaction.

(d) Delivery in Good Condition. Delivery of the goods without written notification of damage on the bill of lading, way bill or delivery receipt shall be prima facie evidence that the goods have been delivered in the same good order, count and condition as when initially received by the Company.

(e) Recovery. There shall be no recovery against the Company until freight and all charges due the Company with respect to the goods and/or their transportation have been fully paid and received by the Company.

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. The 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.

GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE

The laws of the United States shall govern these Terms and Conditions to the extent there is an applicable United States statute or rule of law, and otherwise the laws of the State of Florida shall govern.

The Customer and the Company:

- (a) agree that any dispute relating to these Terms and Conditions, and/or to the goods and/or their transportation, shall be resolved through litigation in the State or Federal courts located in Miami-Dade County, Florida
- (b) irrevocably consent to the in personam jurisdiction of the United States District Court for the Southern District of Florida and the State courts located in Miami-Dade County, Florida;
- (c) agree that any action relating to the services performed by the Company, shall only be brought in said courts;
- (d) agree that any action to enforce a judgment may be instituted in any jurisdiction;
- (e) agree, that unless specifically prohibited by law, the substantially prevailing party in any such litigation shall be entitled to recover its reasonable legal fees and costs.

COSTS OF COLLECTION

In any dispute involving monies owed to the Company, the Company shall be entitled to all costs of collection, including all reasonable attorneys' fees and expenses.

LIMITATION OF ACTIONS

All suits against the Company, whether in contract, tort or indemnity must be filed and properly served on the Company within one (1) year from the date of the loss.

INTEGRATION, MODIFICATION AND CONSTRUCTION

Upon tender of goods to the Company, the Customer shall be deemed to have consented and agreed to these Terms and Conditions, which shall be applicable to all services provided by the Company and supersede any bill of lading, air waybill, receipt or other document from any entity other than the Company, including any such document from the Customer. These terms and conditions shall not be modified except through a writing signed by an authorized representative of the Customer and the executive officer of the Company; no other agent, employee or representative of the Company has authority to alter, modify or waive these terms and conditions. These Terms and Conditions, along with any credit application and agreement, transportation agreement, bill of lading, air waybill, rate quotation, load confirmation, delivery receipt, freight invoice and/or other document issued or executed by the Company with respect to the goods, and the Company's applicable schedule(s) and tariff(s), available at www.rhenus.group/us/en/terms-conditions, all of which are fully incorporated herein by reference, constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, regarding the goods or their transportation, written and oral. These Terms and Conditions shall be construed neutrally, and as the mutual assent of both parties, rather than for or against a party. The headings used herein are for convenience of reference only.