



BRUZZONE MASTER SERVICE AGREEMENT

This Master Service Agreement is entered as of the ___ day of _____, 20__ between:

_____ a company with principal place of business located at _____, Here after referred to as "the Customer", and

Bruzzone Shipping Inc. a company with principal place of business located at 224 Buffalo Avenue, Freeport, NY 11520.

This Master Services Agreement, together with any applicable Specific Service Terms and Conditions herein referred, incorporate the entire agreement between Bruzzone Shipping (and its affiliates) and the Customer for any of the logistics services and/or multimodal transportation identified herein as follows:

- (1) Customs Brokerage. Customs house brokerage services provided as a shipper's agent pursuant to NCBFAA standard terms and conditions.
- (2) Service by Land. The arranging for surface transportation as a property broker or freight forwarder.
- (3) Service by Air. Air freight forwarding services provided as an Indirect Air Carrier (IAC) or air forwarder.
- (4) Service by Sea. Ocean transportation provided as an NVOCC licensed by the FMC.
- (5) Warehousing. Warehousing services and other ancillary logistics service including packing and crating.

Bruzzone Shipping undertakes to arrange for ocean, air and motor transportation and/or warehousing of the goods, retaining qualified carriers and subcontractors.

Bruzzone Shipping may undertake carrier liability but Bruzzone Shipping neither owns nor operates ships, aircraft, trucks or other conveyances that actually transport the goods. Customer understands that different limits of cargo liability apply by statute, international treaty, and custom and usage for different modes of service and accordingly the potentially less than full actual value limits of liability set forth in Master Service Agreement and/or specific service terms shall apply to it and its retained service providers.



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Term of Agreement and Termination

The terms of this Agreement shall apply commencing upon the execution of same by the parties or upon customer's request for services and Bruzzone Shipping's acceptance of same, whichever comes first. This Agreement shall remain in force thereafter until _____, 20__, unless mutually extended by the parties.

Rates and Payment

Bruzzone Shipping shall charge rates for services inclusive of charges payable to its retained service providers. Such rates are provided in [Annex B "Prices and Rates"](#) of this agreement.

Payment Terms

Customer shall promptly pay for all charges applicable to services rendered upon receipt of invoice. Any objection to the rates and charges for services rendered must be submitted in writing within 3 days of receipt of invoice or shall be waived. If customer fails to make payment when due, customer shall pay Bruzzone Shipping a late fee equal to 1.25% of the total past due amount per month or any part thereof or the maximum allowed by applicable law, whichever is less. Payment shall be made in U.S. Dollars. Duties and Taxes shall be paid in advance.

Lien

Bruzzone Shipping and its service providers shall have a contractual lien on any cargo in its possession or the possession of its service providers for the payment of freight charges past and present which may be exercised in the event of customer's default.

Services

By customer's tender of goods to Bruzzone Shipping customer agrees to the terms of this Agreement, specific service terms and documents incorporated by reference. Customer understands that from time to time Bruzzone Shipping may change its terms and conditions through website notice. At Bruzzone Shipping's election, customer will be notified of such changes by electronic mail or by posting of changes on its website. If customer initiates any service after the date of such change, then by such initiation of such services, customer indicates acceptance and agreement with the terms and conditions then in effect.

Hazardous Materials

Customer and/or the consignor warrants that all shipments shall comply with all applicable hazardous materials rules and regulations for the applicable mode of transport and all other health, safety and security regulations. All shipments shall be properly packaged, marked and labeled and clearly identified. No dangerous goods shall be tendered to Bruzzone Shipping Inc. for transportation, handling or storage without prior written agreement of Bruzzone Shipping Inc. Bruzzone Shipping Inc. and its retained service providers reserve the right to open, inspect and re-seal any cargo tendered pursuant to this Master Service Agreement without incurring fine or liability. This right shall be exercised upon probable cause or as required by applicable safety and security regulations and requirements.

Customer and/or consignor shall indemnify and hold harmless Bruzzone Shipping Inc. and all service providers from any liability, loss, damage, fine or suit arising from breach of the warranties set forth herein.



Customer Warranties

Customer warrants that it is the beneficial owner or agent authorized to bind the beneficial owner with respect to all terms and conditions in this contract. Customer shall indemnify and hold harmless Bruzzone Shipping and its service provider from any liability or claim (including cargo) brought by the beneficial owner or its insurer which exceeds the contractual undertakings of Bruzzone Shipping and its service providers as set forth herein and in the applicable specific service terms and conditions. Customer, shipper and consignee shall be jointly and severally liable to pay and indemnify Bruzzone Shipping for all costs, including but not limited to, claims, fines, penalties, and attorneys' fees incurred by Bruzzone Shipping by reason of any violation of these Service Conditions.

Cargo Insurance

The Customer understands and agrees that the rates do not include insurance or other compensation for loss, other than as expressly provided herein and limited hereby. Accordingly, the shipper agrees that in the event it desires coverage for total loss, it will obtain insurance in excess of the limited liability limitations published herein or otherwise agreed to in writing, and that said insurance will contain a waiver of subrogation clause waiving any subrogation rights (for and on behalf of such insurance carrier). In the event that the shipper fails to obtain a waiver of subrogation, the shipper will defend, indemnify and hold harmless Bruzzone Shipping and any carrier(s) retained by it with respect to claims made by the Shipper or third parties acting as subrogees of the Shipper.

Declaring Higher Value To Third Parties.

Third parties to whom the goods are entrusted may limit liability for loss or damage; Bruzzone Shipping Inc. will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or 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 the terms of the third party's limitations of liability and/or terms and conditions of service.

Liabilities Not Assumed

Bruzzone Shipping shall not be liable for any damages, whether direct, incidental, special or consequential, in excess of the Declared Value of a shipment, in any event, and including, but not limited to, damages resulting in loss of income or profits.

Bruzzone Shipping will not be liable for, nor shall any adjustment, refund or credit of any kind be made as a result of any loss, damage, delay, misdelivery, non-delivery, misinformation or any failure to provide information, except such as may result from Bruzzone Shipping's sole gross negligence. However, in no event will Bruzzone Shipping be liable for any such loss, damage, delay, misdelivery, non-delivery, misinformation or failure to provide information caused by or resulting in whole or part from:

- The act, default or omission of the Shipper, Consignee or any other third party with an interest in the shipment;
- The nature of the shipment or any defect, characteristic or inherent vice of the shipment;
- The Shipper, Consignee or third party's violation of any of the terms and conditions contained in these Service Conditions, as amended from time to time, or on a Waybill, including, but not limited to, the improper or insufficient packing, securing, marking or addressing of shipments;
- Perils of transportation, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, local disputes, civil commotions, hazards incident



- to a state of war, or weather conditions (as determined solely by Bruzzone Shipping; national or local disruptions in ground transportation networks due to events beyond Bruzzone Shipping's control, such as weather phenomena, strikes, or natural disasters, and disruption of communication and information systems);
- Acts or omissions of any person or entity other than Bruzzone Shipping including compliance with verbal or written delivery instructions from the Shipper, Consignee or persons claiming to represent the Shipper or Consignee;
 - Loss of or damage to articles packed and sealed in packages by the Shipper, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and receipt of shipment by the Consignee without written notice of damage on the delivery record.

Complete Agreement

This Master Services Agreement and the Specific Service Terms and Conditions contain the entire Agreement between the parties and in the case of conflict between this Agreement and any shipping document, tariff or other document issued by Bruzzone Shipping, its service provider or third parties, this Agreement and specific Service Terms and Conditions shall control. No employee or service provider of Bruzzone Shipping shall have the power to waive or vary any of the contract terms and conditions of this Agreement unless a duly authorized officer of Bruzzone Shipping, in writing, has specifically authorized such waiver or variation.

Venue and Jurisdiction

This Agreement shall be governed by general principles of federal transportation law except to the extent waived by inconsistent provisions herein and the laws of the state of New York. The parties agree that venue and jurisdiction shall lie in the applicable federal or state court for New York, NY. Customer agrees to submit to personal jurisdiction of such courts and hereby waives any jurisdictional venue or forum non convenience objections to such courts.

General Terms and Conditions:

Bruzzone Shipping as agent for its customers, provides customs brokerage & freight forwarder services subject to the NCBFAA Terms and Conditions of Service published by the National Customs Brokers and Freight Forwarders Association (NCBFAA) provided for reference at [Annex A](#) of this Master Service Agreement.



Specific service terms & conditions

Customs brokerage

Customer warrants that all shipping information and Customs declarations provided to Bruzzone Shipping shall be accurate and agrees to indemnify and hold harmless Bruzzone Shipping from and against all liability, claim, fine, loss or damage arising out of the customs brokerage services provided by Bruzzone Shipping at customer's behest, to the fullest extent permitted by law.

Power of Attorney granted by customer as U.S. importer of record for import shipments – Company authorizes Bruzzone Shipping to select a licensed CBP broker to make CBP entry on Customer's behalf and execute a CBP power of attorney as required by 19 C.F.R. section 141.46, and to apply for and obtain a CBP bond on Customer's behalf, as the bond principal, under 19 C.F.R. section 113. Customer waives any requirement to receive a copy of Customer's charges and fees under 19 C.F.R. Section 111.36. Customer acknowledges responsibility for payment of all charges for brokerage service and any duty, tax or government mandated user fees. Customer agrees to be bound by the terms and conditions of service of any customs broker selected by Bruzzone Shipping. Customer acknowledges that as the importer of record, the liability for duties, both regular and additional, attaching on importation, constitutes a personal debt due from the importer to the United States which can be discharged only by payment in full of all duties legally accruing, unless relieved by law or regulations. Payment to a broker covering duties does not relieve the importer of liability to the government if the duties are not paid by the broker.

Service by land

Surface Freight Forwarder

Acting as a freight forwarder, Bruzzone Shipping provides for the pickup, consolidation, line haul, break bulk and distribution of less-than-truckload shipments. This Master Service Agreement shall apply to all truck transportation involving less-than-truckload shipments, regardless of the local, intrastate, multi-state, or trans-border nature of the traffic when Bruzzone Shipping performs forwarding services by issuing its own Freight Forwarder Bill of Lading governing the movement of freight as provided herein.

Shipping Documents

All surface freight forwarding services shall be provided subject to the terms and conditions of this Master Service Agreement and The Bruzzone Shipping Freight Forwarder Bill of Lading. The terms and conditions of this shipping document shall apply to all transportation provided by Bruzzone Shipping and shall not be superseded or altered by non-conforming terms and conditions in any bill of lading and/or shipping document. Such documents shall be accepted as receipt for goods only and shall not waive or alter the contractual duties and obligations of customer or Bruzzone Shipping.

Standard Pricing and Limits of Liability Apply

The parties agree that standard pricing for expedited less-than-truckload shipments, whether or not substituted motor for air service is involved, is predicated on release rates which limit motor carrier liability for loss or damage to cargo. Accordingly, the parties agree that Bruzzone Shipping's liability for cargo loss or damage shall be \$50.00 shipment unless otherwise agreed in writing subject to the terms and conditions for excess valuation set forth herein.



Alternative Released Valuation

Customer may choose additional limits of liability subject to the requirements of this provision by declaring an increased valuation in writing prior to dispatch. Such additional valuation shall not exceed \$5.00 per pound per article or \$100,000 per truckload, whichever is less. Customer shall be billed and shall pay an additional valuation surcharge equal to \$0.50 per \$100 of increased valuation subject to this available maximum. Any shipping document, bill of lading or other document on which a greater declared value is shown will not be accepted for transport and if inadvertently accepted by any service provider, will be released and billed at the maximum valuation permitted by this provision. Pursuant to 49 U.S.C. § 14101(b), Customer agrees that all rules and regulations which are waivable under that statute shall not apply to Bruzzone Shipping or its retained service providers to the extent inconsistent with the contractual service terms and conditions set forth herein.

Shipper's Insurance

Should customer, as the beneficial owner of the goods or as the agent for the beneficial owner, ship cargo with values which exceed the maximum released valuation, its attention is directed to the cargo insurance provision of the Master Service Agreement general terms and conditions applicable to all services provided or arranged by Bruzzone Shipping.

Cargo Claim Rules

All cargo claims must be filed in writing with Bruzzone Shipping within 9 months of delivery and will be processed in accordance with general principles of federal transportation law and 49 C.F.R. § 370. Suit must be filed within 2 months and 1 day of any written declination or will be time barred. Any claim for overage, shortage or damage not reflected on the delivery receipt must be noticed within 15 days of delivery or will be presumed to be the result of the act or omission of shipper or consignee. In accordance with the bill of lading terms and conditions, neither Bruzzone Shipping nor its service providers warrant delivery of shipment by any specific time other than with reasonable dispatch and accept no responsibility for special or consequential damages. Upon the tender by Bruzzone Shipping or its service provider of the maximum applicable released valuation, customer agrees to indemnify, defend and hold harmless Bruzzone Shipping and its service providers against any demand, claim or cause of action seeking greater recovery of cargo loss or damage.

Form: [Bill of Lading \(Annex C\)](#)

Property Broker

Acting as a property broker authorized by the FMCSA, Bruzzone Shipping upon request will arrange for surface as well as expedited and substituted motor for air service utilizing licensed, authorized and insured motor carriers in compliance with regulations by the Federal Motor Carrier Safety Administration.

Application of Service Conditions

These Service Conditions shall apply when Bruzzone Shipping, a licensed property broker, undertakes to arrange for the surface transportation in interstate commerce utilizing selected and qualified Transportation Service Providers ("TSP" or "carriers"). The transportation is furnished by carriers selected by and/or under contract with Bruzzone Shipping.

This Master Service Agreement is applicable to the transportation of any shipment tendered to Bruzzone Shipping for movement by one or more of its contracted carriers. This Master Service Agreement supersedes all previous service conditions and other prior statements concerning the



rates and conditions of Bruzzone Shipping's services. Rates and service quotations by our employees and agents will be based upon information provided by customer, but final rates and service may vary based upon the shipment actually tendered and the application of the Service Conditions herein. Any conflict or inconsistency between any other written or oral statements concerning the rates, features of service, products and Service Conditions applicable to Bruzzone Shipping's services will be controlled by the Bruzzone Shipping's Uniform Shipping Confirmation.

Other Bills of Lading or Shipping Documents

Any bill of lading or shipping document which is inconsistent with the transportation contract and receipt for goods published in these Service Terms and Conditions shall be executed for convenience only and shall be invalid to the extent it conflicts with the terms and conditions. Driver employees of Bruzzone Shipping's qualified service providers are not authorized to bind Bruzzone Shipping or its carriers to different terms and conditions.

These service conditions and limitations shall apply notwithstanding the issuance of any other air waybill or bill of lading by any party tendering a shipment to carrier. The party tendering shipments to Bruzzone Shipping shall indemnify and hold Bruzzone Shipping and its carriers harmless from any demand or obligation which exceeds those set forth herein.

Cargo Loss or Damage

Liability for loss or damage as applicable to Bruzzone Shipping acting as a property broker and its carriers is governed by this provision.

Bruzzone Shipping follows simplified rating procedures predicated upon a release rate valuation of \$50.00 per shipment. Unless otherwise noted and agreed to in writing, this limit of liability shall apply to all shipments tendered to Bruzzone Shipping and shall limit not only Bruzzone Shipping's liability, but also the liability of the motor carriers and other transportation service providers in care, custody and control of shipments pursuant to arrangements made by Bruzzone Shipping. Bruzzone Shipping's customers are allowed to choose a higher alternative limit of liability not to exceed \$5.00 per pound per article or \$100,000 per shipment for cargo lost, damaged or destroyed, whichever is less. Customer must notify Bruzzone Shipping in writing at time of booking and agree to pay a rate surcharge of \$0.50 per \$100 of increased valuation subject to this maximum.

Reasonable Dispatch

No time is fixed for the completion of carriage, and neither Bruzzone Shipping nor its carriers shall be liable for any loss or damage caused by failure to commence or complete carriage within a certain time. Bruzzone Shipping and its carriers assume no obligation to carry goods over any particular route. Bruzzone Shipping and its carriers assume no obligation to carry the goods in any particular vehicle, and are authorized to select alternate means of transportation and deviation from route without liability.

No Special Damages

Neither Bruzzone Shipping nor its carriers shall have any liability for any special or consequential damages. Shipments shall be governed by the Carmack Amendment, 49 U.S.C. § 14706 and the release rate provisions contained herein shall be construed as complying with the notice, election of rates and other requirements. The terms of Bruzzone Shipping's Uniform Shipment Confirmation shall apply.



Claims Handling-Time Limits and Procedures

Cargo claims for loss or damage of surface transportation moves must be filed within 9 months in accordance with 49 C.F.R. 370. The statute of limitation for filing suit shall be 2 years and 1 day after issuance of written denial. All claims should be sent to the retained carriers in writing via certified mail. No claims shall be considered and no claims shall be paid unless and until all transportation charges have been paid and customer agrees that cargo claims cannot be offset against freight charges. All claims will be filed with the motor carrier service provider responsible for the loss, damage or delay. General principles of federal transportation law shall apply to the extent not waived. Bruzzone Shipping warrants payment of claims for which its retained service providers are adjudged legally liable subject to the limits of liability contained herein. As a property broker, Bruzzone Shipping shall have no direct liability for cargo loss, damage or delay.

Customer Payments

Customer shall make timely payment of all charges in accordance with the Master Service Agreement. Upon payment, Bruzzone Shipping warrants it shall indemnify and hold harmless Customer against liability for the freight charges by any service provider retained by Bruzzone Shipping.

Service by sea

Acting as an NVOCC (Non-Vessel Operating Common Carrier) authorized by the FMC, Bruzzone Shipping makes arrangements for the through ocean movement of containers in international commerce. All service is provided in accordance with properly filed rates and tariffs with the FMC and services provided pursuant to Bruzzone Shipping's ocean bill of lading terms and conditions. The terms and conditions of this applicable Ocean Bill of Lading shall apply regardless of when and if the document is issued. Service is provided on both a port-to-port and door-to-door basis. The applicable bill of lading terms and conditions contain Himalaya and Clause Paramount provisions pursuant to which pickup and delivery of containers is extended inland by truck as part of Bruzzone Shipping NVOCC services when requested.

All door-to-door pricing is inclusive of ocean and dray line haul charges and does not include demurrage or per diem and other accessorial charges which are the responsibility of the customer and which will be billed separately.

All services provided by Bruzzone Shipping pursuant to these special service conditions are subject to the terms and conditions of the Master Service Agreement, the customer representation, warranties, payment terms and duties and obligations set forth therein.

Cargo Liability

Bruzzone Shipping's maximum liability for cargo loss or damage and liability of its retained ocean service provider is the package limitations set forth in the Carriage Of Goods by Sea Act or \$500 per package, or the actual value of the items lost or damaged in transit, whichever is less. Where items are consolidated for shipping purposes into larger packages or shipping units as reflected on the piece count of the ocean bill of lading, the number of larger consolidated units shall constitute a "package" for the COGSA limitations.

Form: [Ocean Bill of Lading \(Annex D\)](#)

Service by air

As the TSA registered and compliant Indirect Air Carrier (IAC), Bruzzone Shipping provides both foreign and domestic air freight forwarding services subject to the provisions of these special service conditions. Bruzzone Shipping warrants it is compliant with applicable supply chain security requirements with respect to shipments having a prior or subsequent shipment by air and that it



will arrange for transportation utilizing only properly qualified ground and air service providers. Hazardous goods which do not comply with FAA and TSA requirements for shipment by air shall not be accepted. Customer, in compliance with law and regulations governing the transportation of such goods shall have all shipments properly packed, distinctly marked and labeled, and shall notify forwarder in writing of their proper description, nature, and necessary precautions. Customer shall indemnify and hold harmless forwarder and its service providers against any and all loss, damage, liability, expense and fine, including without limitation, attorney's fees that are incurred and arise out of or are in any way connected with or caused by in whole or in part, the omission of full disclosure required by this clause or any applicable treaty, convention, laws, code or regulation. Customer shall comply with all regulations and requirements of CBP authorities and shall pay all duties, taxes, import taxes, fines, losses incurred including full return freight for goods to place of delivery incurred or sustained by reason of failure to comply or by reason of any illegally incorrect or insufficient marketing number or addressing of goods.

TSA and FAA Compliance

Bruzzone Shipping is a TSA compliant IAC retaining ground service providers pursuant to approved protocols. Customer warrants that it is solely responsible for properly identifying and credentialing the consignor and ensuring that all cargo is properly identified, marked and labeled, indemnifying and holding harmless Bruzzone Shipping and its service providers from any fine, claim or cause of action arising from breach of this warranty. Neither Bruzzone Shipping nor its service providers shall be liable for any damage to cargo arising from TSA mandated inspection of cargo prior to transportation by air.

Domestic Air Freight

Customer understands that domestic air freight, while not subject to imposed liability regimes by state or treaty, is subject to custom and usage in the industry, and standardized pricing which limits forwarders and service providers' liability for loss, damage or unreasonable delay to \$0.50 per pound per article or the actual value of the cargo lost, damaged or delayed, whichever is less. Customer accepts this limit of liability for all domestic air freight shipments tendered to forwarder regardless of whether the loss, damage or delay occurs while the shipment is in the possession and control of an air service provider, ancillary air service provider or pickup and delivery motor carrier.

International Air Shipments

Liability regimes for international air freight are governed by different treaty obligations depending upon the country of origin and destination and the applicable treaty and limitations thereto will apply to international air shipments arranged by Bruzzone Shipping. Most industrial nations have adopted the Montreal Protocol which limits the shipper's recovery to 19 Special Drawing Rights per kilo. In tendering shipments to Bruzzone Shipping Customer represents that it is a sophisticated shipper aware of the limitations of cargo liability applicable by international treaty to the cargo being shipped and accordingly indemnifies and holds harmless Bruzzone Shipping and its service provider against any claim for loss, damage or delay which exceeds the limitations of liability imposed by applicable treaty at the time of tender.

Weights and Measures

Unless specifically otherwise agreed to in writing, Bruzzone Shipping retains the right to re-weigh and/or measure, for the purpose of applying correct charges, any shipment(s) at any time while in Bruzzone Shipping's custody and control, and to collect the appropriate charges without first advising, reporting back to, pre-alerting, or otherwise notifying the Shipper, Consignee or other interested party. Bruzzone Shipping reserves the right to assess transportation charges based on



volumetric standards. Dimensional weight pricing is applicable on all shipments with a total volume of more than 194 cubic inches. Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 194. The dimensional weight of each package in the shipment is added, and the total dimensional weight of the shipment is then compared to the actual weight of the shipment. If the dimensional weight exceeds the actual weight, transportation charges for the shipment are based on the dimensional weight.

Form: [IATA Air Waybill: \(Annex E\)](#)

Warehousing and related services

Unless cargo is stored in transit for Bruzzone Shipping's convenience pursuant to Service by Land, Service by Sea, or Service by Air Specific Service Terms and Conditions provided herein, all property received for storage or packing and crating shall be governed by the Master Service Agreement and these Special Service Conditions. Upon request, Bruzzone Shipping will provide and/or arrange for warehousing and/or packing and crating services to be provided by qualified warehousemen and other service providers. All services will be rendered pursuant to the terms and conditions of the Master Service Agreement and these Specific Service Conditions. Regardless of any other bill of lading, warehouse receipt, dock receipt or shipping document, all duties and obligations of customer and the warehouseman will be governed by the terms and conditions of the IWLA Non-Negotiable Warehouse Receipt, a copy of which is incorporated herein. These terms and conditions shall apply regardless of whether the warehouse location is owned or leased by Bruzzone Shipping or provided to Bruzzone Shipping pursuant to arrangements by it for customer's benefit from a third party provider under contract with Bruzzone Shipping. All rates for storage and handling shall be determined at or prior to tender and shall be made available to customer upon request unless otherwise published herein. Customer shall be required to pay for storage charges in accordance with the terms and conditions of the Master Service Agreement. Handling charges and packing and crating charges will be billed when the services are provided and periodic storage charges will be invoiced as they accrue. Customer should take note that the Non-Negotiable Warehouse Receipt provides for a spreading lien for payment of warehousing and accessorial charges and that all goods will be received and stored subject to a maximum liability for loss, damage or misdelivery of \$0.50 per pound or the value of the shipment lost, damaged or misdelivered, whichever is less. Neither Bruzzone Shipping nor its warehousemen and service providers shall be liable for special or consequential damages. Storage and warehousing services will commence and charges will accrue upon tender of property to Bruzzone Shipping or its service providers by customer or at the election of Bruzzone Shipping. When goods tendered to it or its retained service providers for transport by land, sea or air are rejected at destination and forwarding directions are not provided, the accrual of demurrage or per diem in excess of free time dictates the necessity of storage or due to occurrences beyond the control of Bruzzone Shipping and its service providers, ordinary transit has been interrupted and storage is necessary to preserve customer's goods.

Specialized Packing, Crating and Handling Services

Notwithstanding the duty of customer to properly pack, crate and label all goods prior to tender to meet the perils of transportation and health security and safety requirements attendant to the mode of transport, Bruzzone Shipping will arrange for specialized packing and crating services including trade show and so-called "white glove" services provided by affiliates which have experience in retaining qualified service providers to perform the services.

When such packing and crating services are provided as accessorial components to transportation arranged by Bruzzone Shipping, the maximum liability for loss, damage or delay for which Bruzzone Shipping and its service provider shall be liable is the limit of liability established for



the mode of transportation set forth in the Service By Land, Service By Sea, and Service By Air Specific Service Conditions of this website.

When Bruzzone Shipping is requested to provide or arrange for packing and crating services which are not part of a through transportation service provided or arranged by it, the parties agree that in the absence of gross negligence, the maximum liability for property lost or damaged shall be \$0.50 per pound or the actual value of the loss, whichever is less.

The parties agree that Bruzzone Shipping shall have no liability for special and consequential damages arising out of loss, damage or attendant delay with respect to any of customer's property and that the maximum limit of liability for cargo loss or damage for which Bruzzone Shipping or its retained service providers shall be liable shall be measured by the actual loss of property lost, damaged or delayed subject to a limit of \$0.50 per pound per article unless otherwise agreed in a signed written agreement executed by Bruzzone Shipping's Director of Pricing before tender and acceptance of the goods.

Unless otherwise expressly waived in a signed written agreement by Bruzzone Shipping, all applicable notices and service terms and conditions set forth on this website shall otherwise fully apply. When Bruzzone Shipping is requested to provide or arrange for packing, crating, staging, setup or breakdown services which are not part of a through service provided or arranged by it, the parties agree that the maximum for property lost, damaged or stolen shall be \$0.50 per pound, not to exceed the value of the good. Customer agrees to indemnify Bruzzone Shipping and its service providers against any demand for excess liability and agrees to avail itself of insurance as set forth in the Master Service Agreement waiving subrogation in the event higher limits for potential cargo loss or damage is required.

Form: [Warehouse Receipt: \(Annex F\)](#)

SIGNATURES

IN WITNESS WHEREOF, the undersigned Parties hereto have caused this Master Service Agreement to be executed by their duly authorized representatives as of the Effective Date first above written.

"CUSTOMER"

BRUZZONE SHIPPING INC.



Annex A - Customs Broker & Freight Forwarder Terms and Conditions.

Bruzzone Shipping as agent for its customers, provides customs brokerage services subject to the NCBFAA Terms and Conditions of Service published by the National Customs Brokers and Freight Forwarders Association (NCBFAA).

Please refer to www.bruzzone.com for the latest version of the subject terms.

All bills are payable upon presentation. Payment terms are: Net Cash unless differently agreed in writing by Bruzzone Shipping Inc.

Duty, freight, and storage charges are strictly net cash items. Duty is accepted as a deposit subject to changes upon liquidation based upon the report of appraisers. The Customer will be notified in the event of a change in either a "refund or increase" of duty.

If the Customer is the importer of record, payment to the broker will not relieve the Customer of the liability for custom charges (duties, taxes or other debts owed to the customs) in the event the charges are not paid by the broker. Therefore, the Customer may issue a check made payable to "Customs and Border Protection," which shall be delivered to the customs by the broker.

A bond has been given on your account guaranteeing the re-delivery to Customs of unexamined packages and contents not conforming to the various regulations. Goods should not be disposed of until the packages retained for examination have been passed and released by the "Customs and Border Protection" authorities. The amount of duty shown is estimated and payable to Customs prior to examination of goods by U.S. Appraisers. Examination changes can possibly be made, which may compel us to call for additional duty. If the duty is over-estimated, a refund will be made in due course.

Documents missing at the time of entry should be supplied timely in order to cancel any bonds given on the importation.

TERMS AND CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". 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.

1. Definitions.

(a) "Company" Bruzzone Shipping Inc. and its subsidiaries, related companies, agents and/or representatives; (b) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, 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;

(c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form; (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";

(e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".



2. Company as agent. The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the 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, or for arranging for transportation services or other logistics services in any capacity other than as a carrier. As to all other services, Company acts as independent contractor.

3. Limitation of Actions.

(a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within 90 days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

(b) All suits against Company must be filed and properly served on Company as follows: (i) For claims arising out of ocean transportation, within 1 (one) year from the date of the loss; (ii) For claims arising out of air transportation, within 2 (two) years from the date of the loss; (iii) For claims arising out of the preparation and/or submission of an import entry(s), within 75 (seventy five) days from the date of liquidation of the entry(s); (iv) For any and all other claims of any other type, within 2 (two) years from the date of the loss or damage.

4. 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, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume 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.

5. 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.

6. Reliance On Information Furnished.

(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;

(b) In preparing and submitting customs entries, export declarations, applications, security filings, export data, documentation and/or other required data to the U.S. Government, Federal, State, and Local Authorities, Agencies, and/or Governing Bodies, and/or a third party, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

(c) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.



7. 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, which must agree to pay any charges therefore; in the absence of written instructions or 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 the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance.

Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services; (b) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its gross negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties; (c) In connection with all services performed by the Company, 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 therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s). (d) In the absence of additional coverage under (c) above, the Company's liability shall be limited to the following:

(i) where the claim arises from activities other than those relating to customs business, \$50.00 (fifty) U.S. Dollars per shipment or transaction, or (ii) where the claim arises from activities relating to "Customs business," \$50.00 (fifty) U.S. Dollars per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;

(e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.

10. Advancing Money.

All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Indemnification/Hold Harmless.

The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; 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.

12. C.O.D. or Cash Collect Shipments.

Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

13. 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 (fifteen) % per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.

14. General Lien and Right To Sell Customer's Property.

(a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both; (b) Company shall provide written notice to 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; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien. (c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110 (one hundred ten) % of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, 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 Customer.

15. No Duty To Maintain Records For Customer.

Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC § 1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "record-keeper" or "recordkeeping agent" for Customer.

16. Obtaining Binding Rulings, Filing Protests, etc.

Unless requested by Customer in writing and agreed to by Company in writing, Company 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, etc.

17. No Duty To Provide Licensing Authority.

Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.

18. Preparation and Issuance of Bills of Lading.

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

19. 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 same shall be null and void.

20. Compensation of Company.

The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

21. Force Majeure.

Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub -contractors, including but not limited to:

- (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment,
- (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts.

22. 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. 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.



Bruzzone Shipping, Inc.

23. Governing Law; Consent to Jurisdiction and Venue.

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of New York without giving consideration to principles of conflict of law. Customer and Company

(a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of ; state (b) agree that any action relating to the services performed by Company, shall only be brought in said courts; (c) consent to the exercise of in personam jurisdiction by said courts over it, and (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

©Approved by the National Customs Brokers and Forwarders Association of America, Inc. (Revised10/15)



Bruzzone Shipping, Inc.

Annex B: PRICES & RATES



Annex C: Bill of Lading

BRUZZONE SHIPPING, INC.



INTERNATIONAL FREIGHT FORWARDERS
 CUSTOMHOUSE BROKERS
 224 BUFFALO AVENUE, FREEPORT, NY 11520
 TEL: (516) 239-7120
 FAX: (516) 239-7720
 TELEX. RCA 235596 BRUZ UR

SHIPPING INSTRUCTIONS

ORIGINAL DELIVERY ORDER

By definition, The "Company" as indicated below, refers to the Corporation listed above.

ENTRY NO.		SHIPPER	
DATE	OUR REF. NO.		
IMPORTING CARRIER	LOCATION	FROM PORT OF / ORIGIN AIRPORT	
B / L OR AWB NO.	ARRIVAL DATE	FREE TIME EXP.	LOCAL DELIVERY OR TRANSFER BY (DELIVERY ORDER ISSUED TO)
DELIVER TO		PICK-UP BY	
ADDRESS		<p>THE CARRIER OR CARTMAN TO WHOM THIS ORDER IS ASSIGNED WILL BE HELD RESPONSIBLE FOR ANY STORAGE DEMURRAGE CHARGES RESULTING FROM NEGLIGENCE</p> <p>IMPORTANT: NOTIFY US AT ONCE IF DELIVERY CANNOT BE EFFECTED AS INSTRUCTED.</p> <p>THE "COMPANY" IS NOT RESPONSIBLE FOR ANY DEMURRAGE AND / OR LOADING CHARGES</p>	
MARKS & NO. OF PIECES		DESCRIPTION & WT.	
ADDITIONAL INFORMATION		<p>1. By accepting the above described goods for transit, the CARRIER agrees and acknowledges that The "Company" does not have any beneficial interest in the goods described above except as shipper's agent and that all responsibility for freight, undercharges, averages, or any other charges are the sole responsibility of the SHIPPER and / or consignee as designated above.</p> <p>2. CARRIER is not the agent of The "Company" and it is agent for SHIPPER and / or consignee designated above and that services performed by CARRIER are solely for the shipper and / or consignee</p> <p>3. CARRIER shall be liable for any loss, damage or liability occasioned by transportation of the goods described above. CARRIER agrees to indemnify, hold harmless and defend The "Company" for claims, damages and attorney's fees arising from the performance services by and of CARRIER</p>	
<p>The liability of The "Company" is limited to \$50.00 per shipment. A customer has the option of paying a special compensation to increase the liability of The "Company" if a specific written agreement is made with The "Company" prior to shipment.</p>			

NOTE FOR CARTMAN:

THIS SHIPMENT IS:

PROCEEDS TO BE REMITTED TO US WITHIN 10 DAYS

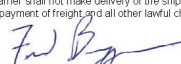
- C.O.D. \$
- PREPAID
- PREPAID
- COLLECT

Bill us for transportation only and other charges if they are expressly authorized in writing, otherwise, consignee is responsible.

You are to bill: _____ for transportation and other charges related to shipment.

We are not liable nor guarantee any payment as per Section 7 quoted for collect shipment.

Subject to Section 7 of Terms and Conditions as per statement below.

<input type="checkbox"/> ATTACHED <input type="checkbox"/> LODGED WITH U.S. CUSTOMS	Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges.  (Signature of consignor or agent)	AS AGENTS FOR THE SHIPPER PER:
DOCUMENTS ATTACHED <input type="checkbox"/> DEL. ORDER. <input type="checkbox"/> BIL		



Annex D: Ocean Bill of Lading

PORT-TO-PORT
OR INTERMODAL
BILL OF LADING



BRUZZONE SHIPPING INC.

224 BUFFALO AVE.
FREEPORT, NY 11520

FMC License
No. 1303

SHIPPER (Principal or Seller and address)		BOOKING NUMBER A		THIS SECTION, A-G, FOR MERCHANT'S USE ONLY. NOT PART OF B/L CONTRACT	
CONSIGNEE (non-Negotiable unless consigned to order) (Name and address)		EXPORT REFERENCES		FORWARDING AGENT (References)	
NOTIFY PARTY (Name and address)		POINT AND COUNTRY OF ORIGIN UNITED STATES OF AMERICA		ROUTING INSTRUCTIONS	
POINT OF ORIGIN (Intermodal B/L)		AGENT			
EXPORTING CARRIER (Vessel, Voy & Flag)		PORT OF LOADING			
PORT OF DISCHARGE		FOR ON-CARRIAGE TO (Intermodia B/L)			
CARRIER'S DESCRIPTION AND RECEIPT		SHIPPER'S DESCRIPTION OF GOODS-NOT VERIFIED BY CARRIER			
MARKS AND NUMBERS	NO. OF PKGS.	HG		GROSS WEIGHT	MEASUREMENT
NO. of PKGS IN WORDS, SEE CL10					

FREIGHT RATES CHARGES WEIGHTS AND/OR MEASUREMENTS 10
SUBJECT TO CORRECTION

RATES	BASE	PREPAID	COLLECT	CUR

RECEIVED for shipment in external apparent good order and condition, except as otherwise described herein, the number of packages or units listed in the Carrier's Receipt (Box 9) said by the Shipper to contain the goods described by it in Box G, which description the Carrier has not checked, weighed or measured. Boxes "A" through "G" are by this agreement not considered part of the Carrier's Bill of Lading contract and are for use of Merchant only. The goods are to be transported to the Port of Discharge, or (if Intermodal B/L) to the On Carriage destination (Box 8) and there to be delivered to the Consignee, or authorized receiver on payment of all freight and charges due thereon.
(A) In accepting this Bill of Lading, the Merchant agrees to be bound by all of its terms, conditions and limitations whether printed, stamped or written on the front or back hereof, as well as the provisions of Carrier's published Freight Tariffs, Rates and Rules, as fully as if they were all specifically accepted in writing and signed by such Merchant, any local customs or practice to the contrary notwithstanding. Boxes 1-10 and the terms of this Bill of Lading on the reverse side constitute the contract of carriage which is between the Merchant and Bruzzone Shipping Inc.
(B) The Carrier shall have the right to ship the goods in containers and to stow any containers on deck or under deck.
IN WITNESS WHEREOF these (3) bills of lading have been signed, unless

PLACE AND DATE OF ISSUE _____
AS AGENTS ONLY
By: **Bruzzone Shipping Inc.**
B/L NO **AGENT FOR THE CARRIER**



BILL OF LADING – TERMS AND CONDITIONS – CONTINUED

1. Definitions. In this Bill of Lading the word "Carrier" includes Bruzzone Shipping, Inc. ("BZZN"). The words "underlying carrier" shall include any water, rail, motor, air or other carrier utilized by Bruzzone Shipping, Inc. for any part of the transportation of the shipment. The words "vessel" shall include ocean vessel named herein, or any substituted vessel, and any feedship, barge or other water crafts used to perform the overall carriage by water. The word "Merchant" includes the Shipper, the Consignee, the Holder of the Bill of Lading and the Owner of the goods. The words "On Board" means on board any mode of transportation used by the Carrier. The word "package" shall include each container where the container is stuffed and sealed by the Merchant or on his behalf, although the Shipper may have listed in its Particulars on the reverse side (Box G) the contents of such sealed container. (See Clause 10 re "package" limitation). The word "container" includes any container, trailer, transportable tank, lift van, lift, pallet, or any similar article of transportation used to consolidate goods.

2. Notice of Loss. Unless notice of loss or damage to the goods and general nature of it be given in writing to the Carrier's agent at the Port of Discharge (Box 7) or On-Carriage Destination (Box 8), as applicable, before or at the time of the removal of the goods or container into the custody of the person entitled to delivery thereof under this Bill of Lading, or if the loss or damage be not apparent, within three consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in this Bill of Lading. Notice of any claim shall be addressed in writing to the Carrier, Bruzzone Shipping, Inc., 224 Buffalo Ave. Freeport, New York 11520, U.S.A.

3. Time Bar. If this is an Intermodal Bill of Lading and Boxes 4 and/or 8 are filled in, and the intermodal carriage includes a land segment in the U.S.A., written Notice of Claim must be filed with the Carrier, in accordance with Interstate Commerce Commission regulations, within nine (9) months, or claim will be time barred. If this is a port-to-port shipment or an intermodal shipment involving only transport by watercraft, all liability whatsoever of the Carrier and its servants and contractors (See Clause 6) shall cease and be discharged unless suit is brought within twelve (12) months after the date the goods are delivered or should have been delivered to Consignee or holder hereof.

4. Law and Jurisdiction. This contract shall be construed and governed by the United States law, and any suit filed against the Carrier or by the Carrier for any claim arising out of this contract between the parties shall be filed in the United States District Court, Southern District of New York. The parties shall be deemed to have agreed that this agreement has jurisdiction of such suits, and the parties expressly submit themselves to the exclusive jurisdiction of such Court.

5. Sub-contracting, Defense of Underlying Carriers, Subcontractors and Other Servants. (A) The Carrier shall be entitled to substitute any vessel or feeder vessel or other means of sea or land or air transport and to sub-contract for the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by any Carrier in relation to the goods. (B) For the purposes of this contract and subject to the provisions in this Bill of Lading, the Carrier shall be responsible for the authorized acts of any underlying Carrier, sub-contractor, or any other person of whose services it makes use for the performance of the contract of carriage evidenced by this document. (C) If an action for loss or damage to the goods is brought by the Merchant against any insurer, shipowner, charterer, rail, air or road Carrier or other underlying Carrier, servant, agent, independent contractor, or sub-contractor, including terminal operator, stevedore, carpenter, lashers and watchman, such person shall be entitled to avail himself of the defenses and limits of liability which the Carrier is entitled to invoke under this contract. For the purpose of this clause, all such persons are parties to this contract, made on their behalf by the Carrier. The aggregate of amounts recoverable from the Carrier and others mentioned herein shall in no case exceed the limits provided for in this Bill of Lading (See Clause 10).

6. Carrier's Liability, Applicable Law. (a) With respect to overland transportation in the U.S.A. also applicable 7(b) Intermodal Transport), the terms and conditions of the Uniform I.C.C. Bill of Lading, when applicable, shall also apply together with the underlying Carrier's tariff. The provisions herein shall be incorporated herein as if set forth at length. The liability of Bruzzone Shipping, Inc. as land Carrier for losses occurring during land transport shall under no circumstances be greater than that of such underlying rail or road carrier. See Clause 3, above re time bar.

(b) With respect to water transportation, this Bill of Lading shall be subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1924, which Act is incorporated herein. The provisions of said Act (except as otherwise specifically provided herein) shall also govern before the shipment is loaded on and after it is discharged from the vessel while the shipment is in the custody of the Carrier. It is agreed that such Act or law shall also apply to containers and yachts carried on deck and that the Carrier has the right to ship yachts and goods in containers stowed on deck or under deck. The Carrier shall by this contract be entitled to the defenses and exemptions from liability authorized by the provisions of Sections 4281 to 4289, inclusive, of the Revised Statutes of the United States, the same as if it were the owner of the vessel or other water craft used to transport the goods. Subject to the limitation set forth in Clause 10, the terms and conditions of the Bills of Lading of the underlying water carriers shall also apply and are deemed to be incorporated herein as if set forth at length.

(c) With respect to overland transportation, if any, between points outside of the U.S.A., the terms and conditions of the contracts of carriage of the underlying water, road, rail or air carriers participating in such transportation shall apply and are deemed to be incorporated herein as if set forth at length, except Carrier's limitation of liability which shall be subject to copies of the contracts of underlying carriers will be furnished by the Carrier does not issue a written contract, the provisions of the Convention of the Contract for the International Carriage of Goods by Road, dated May, 1956, (C.M.R.) and of the International Agreement of Railway Transports, dated February 25, 1951 (C.I.M.), whether or not the countries concerned in the transportation are parties thereto, are deemed to be incorporated herein, but always subject to the limitation set forth in Clause 10 below.

Nothing herein shall be deemed a waiver of any rights which the Carrier may have against underlying Carriers for indemnity or otherwise. When any claim is paid or settled by the Carrier, it shall become automatically subrogated to any rights of the Merchant against any underlying Carrier, contractor or person performing any service on behalf of the Carrier.

7. Duration of Liability. (a) Port-to-Port shipments. The Carrier shall be liable for the goods as Carrier from the time the goods are received by the Carrier at Port of Loading until they are made available for delivery to consignee, or until control of the goods is turned over to port authorities, at the Port of Discharge. (b) Intermodal Transport. If either the "Port of Origin" (Box 4) or "On-Carriage to" (Box 8), or both, are filled in and are inland points, or ports other than Port of Loading (Box 6) or Port of Discharge (Box 7), and freight is paid for the Intermodal Transport, as per Carrier's tariff, the Carrier undertakes to arrange the entire transport from the place where the goods are accepted by the Carrier to the place designated for delivery and to be directly liable to the Merchant for such intermodal through carriage. All claims must be filed with the Carrier within three (3) days, who will be solely responsible to process them to consignees.

(c) When loss or damage occurs during Intermodal Transport, but it cannot be determined which Carrier had custody or control of the goods at the time of the loss or damage, the Merchant and Carrier agree that it shall be deemed that the loss or damage occurred aboard the vessel during water transportation and Clause b) shall apply. (d) If for any reason whatsoever, the consignee refuses or fails to take delivery of the goods upon their being made available at the Port of Discharge for ultimate delivery, as provided in (a) and (b) above, regardless of any free time prescribed by tariff or local regulations, the Carrier shall have the right without notice to unstuff the goods and to store them at the risk and expense of the Merchant. Such storage shall constitute final delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the goods shall cease.

(e) Transshipment. If the goods are to be transhipped to a destination not covered by Carrier's tariff, as indicated by a typed or stamped clause on the reverse side, then the Carrier's responsibility as Carrier shall terminate when goods are delivered to the on Carrier at the Port of Discharge, and in making arrangements for transshipment, the Carrier shall act only as AGENT of the Merchant.

8. Routes, Liberties. The Carrier shall have the right to carry goods by any route whatsoever, whether or not the most direct or advertised or customary route, and by any substituted vessel, feedship or other mode of transportation. The vessel shall also have the right to call at scheduled ports and to omit calling at scheduled ports (including the ports of loading and discharge herein) at the discretion of the Master, and to put the vessel into drydock at any time and for any purpose as the Master may decide, with the whole or any part of the cargo on board, and to tow vessels in all situations. Arrival dates are not guaranteed unless stated on the face hereof in any situation whatsoever which in the judgment of the Carrier or underlying carriers is likely to give rise to risk of seizure or danger, fire, detention, delay or disadvantage of the crew, the vessel, the goods, the containers or other property on board, the Carrier shall have the right, before or during transportation, to require the Merchant to take delivery thereof at the place of shipment or at any place, or port, or the goods may, without notice, be discharged, forwarded, transhipped, stored, surrendered or returned, without responsibility of the Carrier, all at the expense and risk of the goods, and all charges, additional freight or other expenses incurred shall be a lien on the goods and shall be paid by the Merchant.

9. Delay, Consequential Damages. The Carrier's liability for unreasonable delay shall be limited to the freight for the transport covered by this Bill of Lading. Arrival dates are not guaranteed unless stipulated on the face hereof. The Carrier shall not be liable for consequential losses and shall have the option of replacing lost goods or repairing damaged goods.

10. Package Limitation. Neither the Carrier, its servants or subcontractors, nor the vessel shall in any event be or become liable for any loss or damage to or in connection with the transportation of goods in an amount exceeding U.S. \$500.00 per package, or in case of goods not shipped in packages, per customary freight unit, including lump sum, unless the nature and value of such goods have been declared by the Shipper before shipment and inserted in this Bill of Lading (Box 10) AND the Shipper has paid the additional Ad Valorem charges on such declared value. (Box 10). Where container(s) is stuffed by Shipper or on behalf, and the container is sealed when received by Carrier for shipment, the Carrier's liability will be limited to U.S. \$500.00 with respect to the contents of each container, except when the Shipper declares value on the face hereof (Box 10) AND pays additional charges on such declared value as per Carrier's tariff (Box 10). The freight charged on sealed containers, when no higher valuation is declared by the Shipper, is based on value of U.S. \$500.00 per container. This clause shall also apply to the Carrier's servants, underlying carrier and sub-contractors (See Clause 5).

11. Carrier's Lien. The Carrier shall have a lien on the shipment for unpaid freight and charges, ocean as well as inland or air, and for any expenses incurred by it or by underlying Carriers for recouping, repairing, repacking, fumigating, inspecting or reconditioning the shipment; also for demurrage, fines, class tolls, surveys, lighterage, and any and all customs duties and port charges, also for legal fees and other expenses incurred in connection with attachment, seizure, detention, condemnation or other legal proceedings threatened, instigated or brought against the shipment or the Carrier by authorities or anyone claiming an interest in the shipment. The Carrier's lien shall survive delivery, and the Carrier shall have the right to enforce any lien by public or private sale upon ten days written notice to Consignee or Notify Person.

12. Shipper's Responsibility. The Shipper shall be deemed to have guaranteed to the Carrier the accuracy for the time the goods were accepted by the Carrier, of the description of the goods, marks, number, quantity, weight and measurement, and any statement as to the contents of containers or other packages, as furnished by him, and the Shipper shall indemnify and hold Carrier harmless against all loss, damage and expenses arising or resulting from inaccuracies or inadequacy of such particulars including the failure to disclose Hazardous Goods in Column marked "HG" (Box G). Such rights of indemnity shall not bind the Carrier to the Particulars listed by Shipper in boxes A-G nor stop Carrier from proving accuracy of said particulars.

13. Containers Stuffed by Shipper. When container(s) is stuffed by Shipper or his agent, this Bill of Lading shall be a receipt only for the container(s), and Carrier shall not be bound by or be responsible for count, weight or measurement of the contents, listed by the Shipper in its Box G, nor for concealed damage or for improper loading, securing or mixing of articles in the container. The Consignee or Holder hereof agrees that upon delivery, the Carrier will be given a receipt for the container(s) before the shipment is released. Carrier shall not be liable for any loss, damage or personal injury or death caused by improver or unsafe stuffing of containers when such has been performed by the Shipper or on the Shipper's behalf. The Merchant shall indemnify and shall hold the Carrier harmless from any and all loss, damage or injury caused by cargo which by its nature is dangerous, fragile, perishable or is improperly stuffed or secured in container or insufficiently packed. All containers stuffed by Shipper shall be sealed by the Shipper and the seal number shown hereon.

14. Special Containers, Ventilation/Refrigeration/Heating. Special containers with refrigeration or heating or mechanically ventilated shall not be furnished unless expressly contracted on the face of this Bill of Lading AND extra freight paid in accordance with Carrier's tariff. If a carriage temperature is noted on the Bill of Lading, the Merchant shall deliver cargo to the Carrier at plus or minus 2 degrees Celsius from noted temperature and the Carrier shall exercise due diligence to maintain such temperature, plus or minus 2 degrees Celsius, while the cargo is in its possession. The Carrier shall not be responsible for control and care of refrigeration units on containers when such containers are not in the actual custody of the Carrier during transportation. The Carrier does not warrant refrigerating machinery and shall exercise reasonable care in its operation and maintenance while the containers are in the actual custody of the Carrier.

15. Dangerous Goods. Goods of an inflammable, explosive, radioactive, dangerous or hazardous nature must be declared to the Carrier before shipment at the time of booking. If for any reason such goods present a risk during transportation, they may at any time be landed at any place or destroyed or rendered innocuous without notice or compensation to the Merchant, and the Merchant shall be liable to indemnify the Carrier for any expense, loss, damage or personal injury/death claims directly or indirectly caused or resulting from the carriage of such goods. Dangerous goods must be noted by Shipper in the "HG" column, Box G on the face hereof.

16. Both to Blame Collisions. If the ship comes into collision with another ship as a result of the negligence of the other ship, and any act, negligence or default of the Master, mariners, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off recovered or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or the Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects, are at fault in respect of a collision or contact.

17. General Average. General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1974, except Rule XXII thereof, at such port or place as may be selected by the Carrier or vessel owner and as to matters not provided for in these Rules, according to the laws and usage at the port of New York. Average agreement and bond and such additional security as may be required by Carrier or vessel owner must be furnished by Merchant before delivery of the goods. The adjustment shall be made by an Adjuster selected by the Carrier or vessel owner and his adjustment shall be prima facie evidence as against all interest.

In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the goods and the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salvaging ship is owned or operated by the Carrier or the owner of the carrying vessel, salvage shall be paid for as fully and in the same manner as if such salvaging ship belonged to strangers. Contribution to General Average by all interests shall be paid to the Carrier or vessel owner even when such average is the result of fault, neglect or error of the vessel's Master, pilot or crew, or any servant of the Carrier. The Merchant expressly renounces any and all codes, statutes, laws or regulations which might otherwise apply.

18. Currency. Rates quoted herein are in U.S. currency or its equivalent except as otherwise provided in the Carrier's tariffs. Collected/freight on shipments rated in U.S. dollars shall be converted at the currency selling rate of exchange at New York, based on unbooked currency of country of discharge/loading, which for collect shipments to be on the date the vessel enters Customs at Port of Discharge, and for prepaid shipments, the date the Bill of Lading is issued. Freight shall be deemed earned upon Carrier's receipt of the goods and shall be paid in any event, as provided in Clause 24 hereof.

19. Cooping and Repairs. The Merchant shall be liable for and shall indemnify the Carrier and the Carrier shall have a lien on the goods, for all expenses of cooping, repairing, fumigating, repacking or reconditioning the goods; also all expenses for repairing containers damaged by content or damaged while in the possession of Merchant, together with any demurrage on such containers; also for Merchant's failure to supply information or otherwise comply with laws and regulations in connection with the goods. The Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

20. Rust on steel and other metal cargo. It is agreed that superficial rust, white rust, oxidation or any like condition, is not a condition of damage but is inherent to the nature of metal cargo, and acknowledgement of receipt of goods in apparent good order and condition herein is not representation that such condition of rust, oxidation and the like did not exist on receipt of any steel or other metal cargo.

21. Deck Cargo, Live Animals. Cargo described herein as "On Deck Cargo" or so carried, (except yachts and goods carried in containers on deck) and live animals received and carried solely at Merchant's risk (including accident or mortality of animals), and it is expressly agreed that the Carrier shall not in any event be liable for any loss or damage thereto. Except as provided above, such shipments shall be deemed goods, and shall be subject to all terms and provisions in this Bill of Lading relating to goods, including general average.

22. Fire. Neither the Carrier nor its terminal operator or stevedore shall be liable to answer for or make good any loss or damage to goods occurring at any time, including before loading on or after discharge from the vessel, by reason or by means of any fire whatsoever, unless such fire shall be caused by the personal design or neglect of the Carrier.

23. Delivery to Lighters or Port Authorities. At ports or places of discharge where the Carrier is required by law or by custom to deliver cargo to port authorities or to discharge cargo to, or load cargo from, lighters or other craft, delivery or receipt by the Carrier shall take place at the end of ship's tackle, and lighterage or custody thereof, as the case may be, shall be at the risk and expense of the Merchant.

24. Freight. (a) Since freight is calculated on the basis of the nature, weight or measurement of the goods furnished to the Carrier by the Shipper, the Carrier shall have the right, but not the obligation, to inspect the contents of container(s) and other packages to check the particulars. In case Shipper's particulars are found to be erroneous and additional freight is payable, the Merchant shall be liable for all expenses incurred for examining, weighing, measuring and valuing the goods. (b) Full freight to destination shall be considered completely earned upon shipment at the Port of Origin or Port of Loading, whether the freight be stated or intended to be prepaid or to be collected at destination, and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever, vessel or other means of transport and/or goods lost or not lost or the voyage broken up or abandoned. All unpaid freight and charges shall be paid in full directly to the Carrier and without any offset, counterclaim or deduction, in the currency of the United States, or at the Carrier's option, its equivalent in foreign currency according to Clause 18. Payment to any freight forwarder or broker shall not be considered payment to the Carrier and shall be made at Merchant's sole risk. The Shipper, Consignee, Holder hereof and the owner of the goods shall be jointly and severally liable to the Carrier for the payment of all freight charges and expenses and the performance of the obligation of each of them hereunder.

25. Separability of Terms. The terms of the Bill of Lading shall be separable, and if any provision hereof, or any part of any provision be held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision or part thereof in this Bill of Lading.

For Endorsement



Annex E: IATA Air Waybill

Shipper's Name and Address		Shipper's Account Number		Not Negotiable Air Waybill	
Consignee's Name and Address		Consignee's Account Number		Issued by	
Issuing Carrier's Agent Name and City		Accounting Information		Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.	
Agent's IATA Code		Account No.		It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.	
Airport of Departure (Addr. of First Carrier) and Requested Routing					
To	By First Carrier	Routing and Destination	to	by	to
Airport of Destination		Flight/Date	For Carrier Use Only	Flight/Date	Amount of Insurance
					INSURANCE - If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".
Handling Information		These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Ultimate destination.		Diversion contrary to U.S. law prohibited.	
No. of Pieces RCP	Gross Weight	kg	lb	Rate Class	Commodity Item No.
				Chargeable Weight	Rate Charge
				Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
Prepaid	Weight Charge	Collect	Other Charges		
	Valuation Charge				
	Tax				
Total Other Charges Due Agent		Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.			
Total Other Charges Due Carrier					
Total Prepaid		Signature of Shipper or his Agent			
Total Collect					
Currency Conversion Rates	CC Charges in Dest. Currency	Executed on (date) at (place) Signature of Issuing Carrier or its Agent			
For Carriers Use only at Destination	Charges at Destination	Total Collect Charges			



NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:

CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage.

SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund.

WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929,

that Convention as amended at The Hague on 28 September 1955,

that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be.

MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

2.1.2 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.

2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:

2.2.1 applicable laws and government regulations,

2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:

2.2.2.1 limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;

2.2.2.2 claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;

2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;

2.2.2.4 rules about Carrier's right to refuse to carry;

2.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.

3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.

4. For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 19 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.

5.1.1 Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.

5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

6.1.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

7.1.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.

7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:

7.2.1 in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment, and

7.2.2 in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.

9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.

10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.

10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:

10.1.1 in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;

10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery;

10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.

10.2 Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.

10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.

10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.

12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.



Annex F: Warehouse Receipt



Warehouse Receipt

PAGE 1

RECEIPT NUMBER:
RECEIPT DATE:

SHIPPER:	WAREHOUSE:
SHIPPER REF:	FORWARDER:
CONSIGNEE:	FORWARDER REF:
CONSIGNEE REF:	FORWARDER REF:
SUPPLIER:	TRUCKER:
SUPPLIER REF:	PRO NUMBER:
BOOKING NUMBER:	ACCOUNT:

Description of Goods

PIECES	TYPE	DESCRIPTION	LENGTH	WIDTH	HEIGHT	CUBE	WEIGHT	HAZARDOUS CLASS	STATUS
--------	------	-------------	--------	-------	--------	------	--------	-----------------	--------

SECTION ROW RACK BIN
Part # / Quantity # / Serial #

<< TOTALS >>

REMARKS :

THESE GOODS HAVE BEEN RECEIVED IN APPARENTLY GOOD CONDITION:

RECEIVED BY	DATE
WAREHOUSE AND STORAGE LIMITS OF CARGO LIABILITY AND DECLARED VALUE	

Unless otherwise specified herein, cargo liability on all shipments shall be limited to the higher of \$ 50.00 per shipment or \$ 0.50 per pound of cargo lost or damaged unless at the time the tendered the Shipper declares a higher value. Liability shall in no event exceed the Declared Value of the shipment plus applicable freight charges, or the actual amount of loss or damage, lower. When the Shipper declares a value that exceeds \$ 0.50 per pound or \$ 50.00, whichever is greater, an additional charge of \$ 0.65 for each \$ 100.00 or fraction thereof will be additional charge shall be paid for each month of fraction thereof, the cargo remain stored in the



Warehouse and Storage Terms and Conditions

Warehouse and Storage Terms and Conditions. 1. Agreement to Terms and Conditions. It is agreed that Company's Warehouse and Storage Terms and Conditions shall govern all warehousing and storage services provided by Company to Customer. These Warehouse and Storage Terms and Conditions do not apply to any rights, obligations, terms or conditions of freight forwarding, NVOCC, customs brokerage or other services that Company provides to the Customer. Those separate services shall be governed by their respective Terms and Conditions which are provided separately. 2. Definitions. As used in this Warehouse Receipt: a. "Company" means the individual or entity listed on the front side of this Warehouse Receipt providing the warehousing and storage services including its officers, directors, employees and agents of the Company while acting within the scope and course of their employment; b. "Customer" means the person, company, firm or other entity for whom the Goods are warehoused and stored and to whom this Warehouse Receipt is issued; and c. "Goods" means the property tendered to Company by or on behalf of Customer for which Company has agreed to warehouse and store pursuant to the terms contained herein. 3. Ownership of Goods. Customer warrants that it is the lawful owner and/or has lawful possession of the Goods tendered for storage. Customer warrants that it has sole legal rights to store Goods tendered, to release Goods, and to instruct Company regarding delivery or disposition of the Goods. Customer agrees to notify all parties acquiring any interest in the Goods of the terms and conditions of this Warehouse Receipt and further agrees to indemnify and hold Company harmless from any claim by third parties relating to the ownership, storage, handling or delivery of Goods, or from any other services provided by Company under this Warehouse Receipt. Such indemnification shall include any legal fees or costs incurred from any claim by a third party, regardless of whether or not litigation is actually filed. 4. Storage. a. Pursuant to the terms and conditions of this Warehouse Receipt, Company agrees to receive, store, and release the Goods in accordance with Customer's reasonable instructions. b. If Customer determines that the original palletization of Goods must be broken down for storage purposes, Company shall be authorized to break down the pallets without further notice required to Customer. c. Company may provide additional services to Customer as requested and as agreed. Additional handling charges will apply whenever Goods are pulled for distribution or release, whenever physical inventories are requested by Customer, and whenever additional services are requested that are not explicitly included in the monthly storage charge quoted to Customer. Such additional charges will be provided to Customer and will be invoiced to Customer in addition to any storage charges due. 5. Termination of Storage. Company reserves the right to terminate storage and to require the removal of the Goods, or any portion thereof, by giving Customer thirty (30) days advance written notice. Customer shall be responsible for payment of all charges attributable to said Goods within the stated period and for removing the Goods from the warehouse upon payment of all charges. If the Goods are not so removed, Company may exercise its rights under applicable law including but not limited to selling the Goods. 6. Customer's Warranties & Tender for Storage. a. Customer warrants that the Goods are properly marked, packaged, labeled and classified for handling and are fit for storage and any transportation as may be required. Company will not accept Goods that are not properly packaged or which, in the reasonable opinion of Company, are not suitable for movement or storage within the warehouse. b. Customer shall furnish at or prior to delivery, a manifest showing marks, brands or sizes to be accounted for separately and the class of storage desired, if applicable. c. Customer's receipt and delivery of a LOT (or partial LOT) shall be made without subsequent sorting except by special arrangement and subject to a charge. d. Hazardous Materials. Unless otherwise made known to Company in writing and accepted by Company, Customer warrants that the Goods are not considered hazardous materials and/or dangerous goods at the time the Goods are tendered to Company. If hazardous materials and/or dangerous goods are tendered for storage and accepted by the Company, a notation shall be so made on the front side of this Warehouse Receipt. Customer warrants that the Goods shall be limited to the permissible materials and quantities in the then current regulations, and agrees to properly classify the Goods, to accurately describe the Goods, and to provide Company with all necessary or useful information for the safe storage and handling of the Goods including but not limited to, whenever applicable, Material Safety Data Sheets and/or Product Safety Data Sheets. If Customer breaches any of the foregoing warranties related to tender of hazardous materials or dangerous goods, or otherwise delivers any such unfit Goods to Company, Company shall be entitled to exercise all available remedies including the immediate destruction or removal of the Goods from the warehouse without notice to Customer. In the event of the foregoing breach of Customer warranties, Customer shall be liable for all expenses costs, losses, damages, fines, penalties or other expenses of any sort incurred by Company in connection with the removal, or destruction, or handling of the Goods and shall indemnify Company against all amounts, liabilities, claims, or damages arising in connection with the Goods. e. For all Goods tendered for storage, Customer shall supply such information and documents as are necessary to comply with all laws, rules and regulations. For all Goods, Customer shall provide to Company all documents or information necessary or useful for the safe and proper warehousing, handling, storage, and transportation (if any) of the Goods. If all such information and documents are not fully, accurately and timely provided to Company, Customer shall indemnify Company for all consequences of such failure. f. Customer warrants its compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws. 7. Payment Terms & Collection Expenses. Warehousing and storage accounts are due and payable monthly, in advance. Company will issue the monthly statement in advance to Customer and Customer shall pay Company within 15 days of the invoice date unless otherwise agreed by the Parties in writing. All invoices not paid within 15 days of invoice date will be subject to a late fee of 1.5% per month, or the maximum rate then allowable pursuant to applicable law. If it becomes necessary for Company to utilize a collection agency and/or an attorney to collect any unpaid amount owed or to assist in effectuating the lien provisions herein, Customer shall be obligated to pay the collection agency fees and/or attorney fees, and expenses including court costs incurred, regardless of whether litigation is actually filed. 8. Lien Rights. Customer shall have a lien on the Goods tendered by Customer and upon any and all property belonging to Customer in Company's possession, custody or control for all charges, advances or amounts of any kind due to Company under this Warehouse Receipt or under any prior or subsequent Invoices issued to Customer by Company (including charges for storage, handling, transportation, demurrage, terminal charges, insurance, labor, and any other charges incurred). Company shall have a lien on the Goods and may refuse to surrender possession of the Goods until all charges or debts are paid in full. If such

amounts remain unpaid for 30 days after Company's demand for payment, Company may sell the Goods at public auction or private sale or in any other manner reasonable, and shall apply the proceeds of such sale to the amounts owed. Customer remains responsible for any deficiency outstanding to Company. 9. Liability. a. Company shall not be liable for any loss or destruction or damage to the Goods, however caused, unless such loss, damage or destruction resulted from Company's failure to exercise such care in regard to the Goods as a reasonably careful person would exercise under like circumstances. Company is not liable for damages which could not have been avoided by the exercise of such care. Company and Customer agree that Company's duty of care referred to herein shall not extend to providing a sprinkler system at the warehouse or any portion thereof. b. In no event shall Company be liable for any loss or damage caused by: i. acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical or equipment failures; cyber-attacks; civil commotions; hazards incident to a state of war; acts of terrorism; acts or omissions of customs or quarantine officials; acts of carriers relate to security; the nature of the freight or any defects thereof; inherent vice of the goods; perishable qualities of the merchandise; fires; frost or change of weather; sprinkler leakage; floods; wind; storm; moths; public enemies; or other causes beyond its control; ii. fragile articles injured or broken, unless packed by Company's employees and unpacked by them at the time of delivery; iii. pilferage or theft, unless such loss or damage is caused by the failure of Company to exercise such ordinary care required by law; and iv. concealed damage, or for losses incurred due to the concealed damage of the Goods. c. Monetary Maximum Liability: In the event of loss or damage to the Goods for which Company is legally liable, Company's liability shall be limited to actual value of the Goods, subject to a maximum of USD \$50 per pound of goods stored, unless Customer declared a higher value for the goods and Company agrees in writing to purchase insurance for the Goods at Customer's benefit, and Customer has paid the supplementary charge in accordance with the terms herein. d. In no event shall Company be responsible for loss or damage articles of high and unusual value unless a special agreement in writing is made between Company and Customer with respect to such articles. e. No Consequential Damages. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF COMPANY'S DUTIES, NEGLIGENCE LIABILITY WITHOUT FAULT OR ANY OTHER LEGAL THEORY OR BASIS, SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF MARKET, LOSS OF INCOME, DAMAGES ARISING FROM LOSS, ATTORNEYS FEES OR PUNITIVE DAMAGES, WRONG DELIVERY, OR DAMAGE TO PROPERTY, LOSS OF USE OF GOODS, COST OF SUBSTITUTED GOODS, DELAYED DELIVERY OR FAILURE TO ATTEMPT DELIVERY, WHETHER OR NOT COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES OR LOSSES MIGHT OCCUR. 10. Optional Insurance Offering. Company does not insure the Goods while in storage and the storage rates or charges billed to Customer do not include any insurance on the Goods. The Goods will therefore not be insured for any loss or damage, and the limitation of liability set forth in paragraph 9 shall apply in all circumstances where Company is legally liable for such loss or damage, unless the Customer has requested in writing that Company obtain insurance for the Customer's benefit, and the Customer has paid the required premium to Company for such additional insurance. Except as provided above, Company will not obtain insurance on the Goods for Customer's benefit while the Goods are being stored at Company's facility. 11. Temperature or Humidity Controlled Storage. Unless specifically agreed to in writing, Company shall not be responsible for storage of the Goods in a temperature or humidity controlled environment. Customer knowingly accepts that the Goods will be warehoused in a non-temperature/humidity controlled environment. Company will not be responsible for any loss or damage to the Goods that result from fluctuations in temperature and/or humidity levels of the warehouse. Company will furthermore not be responsible for losses or damages incurred to Perishable Goods, unless otherwise agreed to in writing prior to tender of the Goods for storage. 12. Inspection & Security. All shipments are subject to inspection by Company's Carriers for any transportation services provided, if any; and by any duly authorized government or regulatory entities, including but not limited to the U.S. Transportation Security Administration, U.S. Customs and Border Protection, and like entities. Notwithstanding the foregoing right to inspect shipments, Company is not obligated to perform such inspection except as mandated by law. Further, Company reserves the right to unilaterally reject any shipment that deems unfit for transport, or for storage under this Warehouse Receipt, after inspection. 13. Notice of Claim and Filing of Suit. a. Company shall not be liable for any claim whatsoever for an loss, damage, or destruction of the Goods unless it is timely filed, in writing, within a maximum of sixty (60) days after Customer knew, or should have known by the exercise of reasonable care, of such loss or damage. b. Time Bar. Any lawsuit or other claim against Company with respect to the Goods shall be forever waived unless commenced within two (2) years after Customer knew, or should have known by the exercise of reasonable care, about such loss or damage. 14. Notices. Written notices herein may be transmitted by any commercially reasonable means of communication providing delivery receipt to the sender, and shall be directed to Company and Customer at the address set forth on the front side of the Warehouse Receipt, unless otherwise instructed by either party in writing. 15. Governing Law. This Warehouse Receipt shall be governed by the laws of the State where the Company's warehouse is located, as identified on the face of the Warehouse Receipt, without reference to its conflict of laws principles. 16. Merger; Waiver; Severability, etc. This Warehouse Receipt constitutes the entire understanding between Customer and Company regarding the storage of the Goods and services provided. This Warehouse Receipt supersedes all prior or contemporaneous verbal or written negotiations, statements, representations, or agreements. This Warehouse Receipt may not be modified except for a written agreement between Customer and an officer of Company. If any section or portion of this Warehouse Receipt is held by any court to be illegal or unenforceable it shall not affect the legal or enforceability of the remaining provisions or terms and conditions herein. Company's failure to insist upon strict compliance with any provision of this Warehouse Receipt shall not constitute a waiver or estoppel to later demand strict compliance thereof and shall not constitute a waiver of estoppel to insist upon strict compliance with all other provisions of this Warehouse Receipt. 17. Headings Not Binding. The use of headings in this Warehouse Receipt are for ease of reference only. Headings shall have no effect and are not considered to be part of or a term of these Warehouse Receipt Terms and Conditions.