



**ICAT LOGISTICS, INC. and ICAT CUSTOMS BROKERAGE, INC.
TERMS AND CONDITIONS OF CONTRACT**

PART I: Conditions of Contract

These terms and conditions of contract constitute a legally binding contract between "Forwarder" and "Customer" (each as defined below). These terms and conditions govern all services of Forwarder unless expressly disclaimed in a writing signed by an officer of Forwarder, and may be updated and amended from time to time by Forwarder in which case, such updated or amended terms and conditions will take effect as of the date posted by Forwarder to its website.

1. Definitions.

- (a) "Forwarder" shall mean ICAT Logistics, Inc., ICAT Customs Brokerage, Inc. and each of their subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Forwarder is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (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, brokers, 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. Application and Scope.

- (a) Customer warrants that Customer is either the owner or the authorized agent of the owner of the goods and that Customer is authorized to engage Forwarder both on behalf of Customer and as agent for the owner of the goods under these terms and conditions.
- (b) Any and all activities of the Forwarder in the course of its business including any advice, information or service provided by the Forwarder whether for compensation or not are undertaken subject to, and governed by, these terms and conditions except for those activities undertaken by the Forwarder pursuant to service specific documents, if any, issued by Forwarder and referencing or including terms and conditions specific to such services, in which case the terms and conditions of such documents shall apply and govern to the extent of any conflict with the provisions herein. Such additional documents issued by Forwarder may include, but are not necessarily limited to: (i) the Forwarder's U.S. domestic and international house airbills relating to the consolidation and carriage of goods by air if identifying Forwarder as "Carrier"; (ii) the Forwarder's ocean bill of lading relating to the consolidation and carriage of goods by sea if identifying Forwarder as "Carrier" therein; (iii) Forwarder's warehouse receipt relating to the consolidation and storage of goods in a warehouse owned or operated by Forwarder; and (iv) the Forwarder's surface bill of lading or waybill relating to the consolidation and/or carriage of goods by road if and only if Forwarder has named itself as the "Carrier" therein. The terms and conditions contained in the above listed documents shall apply to the respective services regardless of whether Forwarder received the document before or after the commencement of those services, and Customer hereby accepts those conditions for the services described in (i)-(iv) above.
- (c) Notwithstanding the foregoing, these terms and conditions shall govern Forwarder's liability with respect to its undertaking to file or submit any information, in any format, to any government regulatory agency, organization or similar entity on Customer's behalf and with Customer's written authorization, whether in conjunction with the activities and pursuant to the terms detailed in Paragraph 2(b)(i)-(iv), above, or whether provided as a separate service by Forwarder, for compensation or not.
- (d) The liability of any entity included in the definition of "Forwarder" herein is several and not joint, and in no event will any such entity be responsible for any acts or omissions of any third party, including, but not limited to any other entity included in the definition of "Forwarder".
- (e) If goods are tendered under any bill of lading, waybill or other document not issued by Forwarder, Forwarder will not be bound by the terms or conditions of any such document.

3. Forwarder as agent.

- (a) The Forwarder may act as a principal or as the "agent" of the Customer. Forwarder acts as an agent except where: (i) it issues a transport document or electronic record such as a bill of lading or airbill naming Forwarder as the "Carrier" and otherwise evidencing its obligation to deliver goods; (ii) it issues a warehouse receipt evidencing its acceptance of goods for storage at a facility owned or operated by Forwarder; or (iii) the direct employees of Forwarder are physically handling the goods in the course of any service. Without limiting the generality of the foregoing, Forwarder acts as agent of Customer with respect to any filings made on behalf of Customer with any government entity.
- (b) When acting as an agent, Forwarder acts solely on behalf of the Customer in engaging the services of Third Parties, which such engagement may be on any terms negotiated with such Third Parties, including, but not limited to, on the usual terms and conditions on which the Third Parties offer services for the carriage, storage, packing, consolidation or handling of any goods, or for any other service in relation to them, thereby establishing a direct contract between the Customer and the Third Parties capable of being enforced by the Customer as principal, whether or not the Customer is identified in such contract. The Customer acknowledges that it shall be bound by the terms and conditions of the agreements made by Forwarder with Third Parties, which may contain limitations of liability.

4. Packing. Customer warrants that all goods tendered for transportation are packaged to protect the enclosed goods and to ensure safe transportation with ordinary care in handling, and that each package is appropriately labeled, and is in good order for carriage as specified. Customer also warrants that the commodity description is explicit and accurate.

5. Delivery Notations. At the time of delivery, the consignee must note on the delivery receipt any exceptions to the shipping containers that would indicate a discrepancy (shortage in the shipment or damage to the containers). The consignee may not inspect the contents of the shipping containers until the consignee signs for the shipment on the delivery receipt. Such notations as "subject to inspection" and "subject to recount" are not exceptions. A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling. Under no circumstances shall Forwarder be liable for loss and/or damage to external shipping containers of any kind. Release of the goods into the custody of the person entitled to delivery thereof, without notation of loss or damage on the transport documents prior to such release, shall be prima facie evidence of delivery of the goods in good order and condition, as was the state of such goods upon tendering to Forwarder. Any such loss or damage must be immediately reported to Forwarder. If loss or damage is not apparent, written notice must be given to Forwarder within forty-eight (48) hours after delivery, or, where Part II, Section 1(a) specifies a different period for the applicable

mode of transportation, within the period so specified, and failure to give such timely notice shall also be a complete defense to claim alleging loss or damage to goods. Customer is liable for any and all costs and expenses arising from a consignee's failure or refusal to accept cargo.

6. Customer Liability. Customer bears the responsibility for complying with all laws, rules, and regulations, including, but not limited to, import, export, customs, to, through, or from any country where a shipment may be transported. Customer 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 Forwarder 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. Forwarder shall not be liable for any loss incurred due to any inaccurate or incomplete information provided by or on behalf of Customer. Customer, the shipper, the consignee and the third party, if applicable, shall be liable, jointly and severally, (i) for all unpaid charges payable on account of a shipment pursuant to this contract, including the costs of collection, and (ii) to pay, defend, indemnify and hold harmless Forwarder for all claims, fines, penalties, damages, costs or other sums which may be incurred by Forwarder by reason of any violation of the shipping contract or any other default, including 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 Forwarder relies.

7. Advancing Money. All charges must be paid by Customer in advance unless the Forwarder 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 Forwarder. Forwarder shall not be under any obligation to advance any money to Customer or any person for such purpose.

8. C.O.D. or Cash Collect Shipments. The amount of the COD must be inserted in the COD portion of the ICAT bill of lading. Forwarder 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 or if payment is collected via the wrong method. Customer shall remain ultimately responsible for all such charges.

9. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Forwarder to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Forwarder. Without limiting the foregoing, Customer is responsible for any increase cost imposed on Forwarder by any Third Party including, but not limited to, general rate increases, peak season surcharges, or assessments intended to offset increased governmental fees.

10. Shipments Subject to Inspection. Forwarder reserves the right to open and inspect all shipments. All shipments moving via air within or from the United States of America are subject to inspection by the Transportation Security Administration (TSA), U.S. Department of Homeland Security.

11. Compensation of Forwarder.

(a) The compensation of the Forwarder for its services shall be included with and is in addition to the rates and charges of all Third Parties selected by the Forwarder to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Forwarder from carriers, insurers and others in connection with the shipment.

(b) The shipper, the consignee, and the third party, if applicable, shall be liable, jointly and severally, (i) for all unpaid charges payable on account of a shipment pursuant to this contract, including the costs of collection, and (ii) to pay or indemnify Forwarder for all claims, fines, penalties, damages, costs or other sums which may be incurred by Forwarder by reason of any violation of this contract or any other default.

(c) All charges are earned in full upon Forwarder's agreement to provide services. If Forwarder has extended credit to Customer, all invoices from Forwarder shall be due and payable without deduction or offset within thirty (30) days of the date of Forwarder's invoice and all payments shall be made in United States Dollars. Customer shall be responsible for all normal and customary fees associated with it effecting payment by wire transfer.

(d) On ocean exports, upon request, the Forwarder shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges.

(e) In any referral for collection or action against the Customer for monies due the Forwarder, upon recovery by the Forwarder, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

(f) Customer shall be liable for any duties, taxes, imposts, levies, deposits or outlays of any kind levied by any authorities at any port or place for or in connection with the goods or Forwarder's services, and for any payments, fines, expenses, loss or damage whatsoever incurred by Forwarder, its servants, agents or sub-contractors in connection therewith. Customer shall, upon request, make immediate (advance) payment to Forwarder to cover any money for which Customer is or may become liable under this paragraph.

(g) Charges shall be invoiced on the actual or dimensional weight of the goods, whichever is greater. Customer is liable for all charges imposed by Third Parties with respect to the goods regardless of whether included in any quotations provided by Forwarder.

(h) In no event will Forwarder have any responsibility for, and Customer will defend, indemnify, and hold Forwarder harmless from, and will pay and reimburse, any charges imposed by Third Parties with respect to use of equipment in which cargo tendered by, to or on behalf of Customer is or has been laden, or for charges assessed with respect to storage or handling of any such equipment, including, but not limited to, charges assessed by steamship lines, rail carriers, rail terminal operators, marine terminal operators or port authorities. Without limiting the generality of the foregoing, Forwarder shall have no liability for any such charges arising from or related to port congestion, lack of equipment availability, labor shortages, or other situations impacting port or intermodal transportation operations.

(i) In any dispute involving monies owed to Forwarder, the shipper and/or the consignee shall be liable for and the Forwarder shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 1 1/2% per month or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Forwarder.

12. General Lien and Right to Sell Customer's Property.

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

(b) Forwarder shall provide written notice to Customer at address shown on waybill 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 Forwarder's rights and/or the exercise of such lien.

(c) Unless Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Forwarder, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Forwarder 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.

13. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Forwarder and its affiliates harmless from, and to pay or reimburse Forwarder and its affiliates for, any claims and/or liability, fines, penalties, costs arising from or related to: (a) breach of Customer of representations or warranties herein; (b) Customer's failure to comply with any obligations assumed herein; (c) Forwarder's or any Third Party's compliance with or reliance on information or instructions provided by or on behalf of Customer; (d) negligence or willful misconduct of Customer, its agents, employees, representatives, contractors or subcontractors; (e) claims by third parties seeking to impose liability on Forwarder with respect to loss, damage, destruction or delay of or to goods in excess of the liabilities expressly assumed herein; or (f) claims

seeking contribution in general average. Customer's obligations under this paragraph will not apply to the extent a court of competent jurisdiction determines a claim to have been caused by the negligence or willful misconduct of the party seeking to enforce the benefits of this provision. In the event that any claim, suit or proceeding is brought against the Forwarder, it shall give notice in writing to the Customer by mail at its address on file with the Forwarder.

14. No Duty to Maintain Records for Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 U.S.C. §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 Forwarder 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.

15. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Forwarder in writing, Forwarder 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.

16. Preparation and Issuance of Bills of Lading. Where Forwarder prepares and/or issues a bill of lading, Forwarder 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, Forwarder shall rely upon and use the cargo weight supplied by Customer.

17. Severability. In the event any Paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Forwarder'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.

18. 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 Maryland without giving consideration to principles of conflict of law. The parties waive any rights and remedies available pursuant to Part B of subtitle IV to title 49 of the U.S. Code to the extent such rights or remedies conflict with any provisions herein.

Customer and Forwarder:

- (a) irrevocably consent to the personal jurisdiction of the United States District Court and the State courts of appropriate subject matter jurisdiction serving Maryland;
- (b) agree that any action relating to the services performed by Forwarder shall only be brought in said courts;
- (c) waive any right to challenge venue in, or personal jurisdiction of, any such courts; and
- (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

PART II: Forwarder's Liability, Limitations and Defenses

1. Limitation of Actions.

(a) All claims against the Forwarder for a potential or actual loss of any sort arising from or related to Forwarder's services, must be made in writing and received by the Forwarder at its headquarters located at 8840 Cypress Waters Blvd, Suite 325, Coppell, TX 75019.

(i) For claims arising from transportation where the primary mode of transportation is via domestic air, domestic surface, or international surface transportation, claims must be filed within 270 days from the date of delivery or, if no delivery, the date on which delivery should have occurred.

(ii) Claims arising from transportation via International Air Freight must be filed within the following timelines: Claims with visible damage must be filed immediately after discovery of the damage, but no later than 14 days from date of delivery; Claims arising from concealed loss or damage must be filed within 7 days from delivery; Claims arising from non-delivery of a shipment must be filed within 120 days from date the air waybill was issued.

(iii) Claims arising from International Ocean transportation with visible damage must be filed at the place of delivery identified on the house bill of lading; for international ocean concealed damage claims, claims must be filed with Forwarder within forty-eight (48) hours from delivery; Claims arising from non-delivery of an international ocean shipment must be filed immediately after discovery of non-delivery.

Failure to notify Forwarder with timely notice shall be a complete defense to any suit or action commenced by Customer. No claim for loss or damage will be entertained until all transportation charges have been paid.

Claims for overcharges or duplicate billings must be filed in writing to the Forwarder at its headquarters within 180 days after the date of acceptance of the shipment by the consignee.

(b) All suits against Forwarder must be filed and properly served on Forwarder as follows:

(i) For suits arising out of ocean transportation or warehousing services, within 12 months from the date of delivery of the goods or the date when goods should have been delivered per the Forwarder's house bill of lading;

(ii) For suits arising out of international air transportation, within two (2) years from the date of arrival of the goods at destination, or from the date on which the aircraft ought to have arrived or from the date on which the carriage stopped;

(iii) For suits arising out of domestic air and domestic and international ground transportation, within two (2) years from the date Forwarder has declined the claim, in whole or in part;

(iv) For suits arising out of the preparation and/or submission of filing documentation with any government regulator, within 90 days from the date of liquidation of the entry(s);

(v) For any and all other suits of any other type, within two years from the date of the loss giving rise to the underlying claim.

2. 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, Forwarder 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 Forwarder 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 Forwarder warrants or represents that such person or firm will render such services nor does Forwarder assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents. Forwarder 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. The Customer shall not seek to impose upon any such third party any liability greater than that accepted by the third party under these terms and conditions. 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 Forwarder shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Forwarder. The Forwarder also reserves the right to consolidate Customer's shipment(s) with shipment(s) from other customers while en route to destination. If at any time the method and/or route of forwarding selected by the Customer shall become impossible or commercially impracticable to perform for any reason, the Forwarder may use any other method available at its discretion and all charges and/or expenses incurred in using such method shall be for the Customer's account.

3. Reliance on Information Furnished.

(a) Customer warrants that the description and particulars of the goods provided by or on behalf of the Customer, including but not limited to their marks, number, weight, volume and quantity, are complete and correct in all respects. If the goods are required to be insulated, refrigerated, ventilated or require other special storage or handling, Customer warrants that it will disclose these requirements in writing to the Forwarder at or before the time of Customer's request for services with respect to such goods.

(b) Customer warrants that it is in compliance with all applicable laws and government rules and regulations, and has obtained any and all permits or licenses, related in any way to the transport of its goods, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, the U.S. Anti-Boycott regulations, the various U.S. economic sanctions programs administered by the U.S. Treasury's Office of Foreign Assets Control and any applicable laws or regulations of any country to, from, through or over which goods may be carried. 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 Forwarder of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customer's behalf;

(c) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Forwarder 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 defend, indemnify and hold the Forwarder 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 Forwarder 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.

4. Declaring Higher Value to Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage and Forwarder agrees to be bound by such limitations. Forwarder will request excess valuation coverage only upon specific written instructions from the Customer received at least seventy-two (72) hours prior to scheduled pick-up. Customer agrees to pay any charges therefor. In the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Forwarder'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 without any additional liability on the Forwarder.

5. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Forwarder 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, to include any insurance policy deductible which is subject to change at policy renewal. Customer acknowledges and agrees that Forwarder is not in the business of arranging for insurance and is not acting as an insurance broker or insurer.

6. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth herein, Forwarder makes no express or implied warranties in connection with its services;

(b) In connection with all services performed by the Forwarder, Customer may increase the amount of its recovery from Forwarder with respect to loss, damage or delay to goods, up to the lesser of the actual or declared value of the shipment or transaction, by requesting increased recovery and agreeing to make payment therefor, which such request must be received by Forwarder at least seventy-two (72) hours prior to scheduled pick-up, and which request must be confirmed in writing by the Forwarder prior to rendering services for the covered transaction(s). Upon such written confirmation by Forwarder, Forwarder's maximum liability shall be limited to the lesser of the actual value or the declared value in case of loss or damage of the entire shipment (but not less than \$50 per shipment) and in the event of the loss or damage on part of the shipment, the average declared value per pound of the shipment, multiplied by the number of pounds of that part of the shipment lost or damaged (but not less than \$50 per shipment).

(c) Unless otherwise expressly provided in Forwarder's tariffs and subject to any conditions or restrictions therein, the following articles will not be tendered by Customer or knowingly accepted for carriage by Forwarder: any shipment prohibited by law; original works of art; antiques; bonds; coins of any kind; currency; currency equivalents; furs; fur clothing; gems or stones (other than costume jewelry); articles containing glass or mirrors; pearls; precious metals; securities (negotiable); time sensitive written material (e.g. bids, contract proposals, etc.), live plants, live animals, medical specimens, organs, any article transportation of which requires commodity specific licensing, any article where the law requires delivery to an adult, any articles subject to excise tax upon which such taxes have not been paid. Forwarder shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or misdescribed in this shipping document and no employee or agent of Forwarder has any authority to accept for transportation such articles or to waive the limitations herein contained.

(d) In the absence of Forwarder's assumption of additional liability under (b) above, Forwarder's liability shall be limited to the lesser of (i) the amount of any damages sustained; or (ii) where the claim arises from activities other than those relating to Forwarder making or arranging governmental filings, including performance of customs business, and including loss or damage in situations where it cannot be proven during which mode of a multi-modal move the loss or damage occurred, \$0.50 per pound (where no value declared) multiplied by the number of pounds of that part of the shipment lost or damaged, but not less than \$50.00 per shipment; or (iii) where the claim arises from activities relating to Forwarder making or arranging governmental filings, including performance of "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Forwarder for the entry, whichever is less; or (iv) for loss or damage arising during international air carriage, the lowest amount permitted pursuant to applicable international convention (including the Montreal Convention and Warsaw Convention). If no convention applies, Forwarder's liability is limited to 26 SDRs per kilo or the actual value of the loss, whichever is lesser; or (v) for loss or damage arising during international ocean carriage, the limitations of liability specified by the "Carriage of Goods By Sea Act" with respect to cargo moving to/from the United States (in which case, liability will not exceed \$500.00 per package) or for all other origins/destinations, the Hague Visby Rules.

(e) In no event shall Forwarder be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, including, but not limited to, monetary, loss of income, loss of property, other than merchandise listed on the bill of lading, even if it has been put on notice of the possibility of such damages, or for the acts of third parties, or events caused by: compliance or non-compliance with delivery or special instructions; acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; the nature of the freight or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; and by acts, defaults or omissions of the shipper or consignee for failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including, but not limited to, improper packaging, marking, incomplete/inaccurate shipping instructions, in the event Forwarder has not issued a bill of lading or waybill identifying Forwarder as the carrier, and the rules relating to freight not acceptable for transportation of freight acceptable only under certain conditions outlined below.

(f) The liability of Forwarder with respect to loss, damage, delay or destruction to goods shall be as set forth in the terms and conditions specific to the respective services giving rise to any such claim. In the absence of any provision in the terms and conditions governing loss, damage, delay or destruction of goods, unless a different standard applies via mandatorily applicable law which cannot be waived by the parties, Forwarder will not be liable for any loss or injury to goods, nor delay in the delivery of goods, however caused, except to the extent such loss or injury resulted from Forwarder's failure to exercise such care in regard to the goods as a reasonably careful person would exercise under like circumstances. Forwarder shall not be liable for any loss or destruction of or damage to goods that could not have been avoided by the exercise of such care. Forwarder's sole liability with respect to delay shall be if such delay is caused by Forwarder's failure to exercise such care in regard to the goods as a reasonable person would exercise under like circumstances, delay results in failure to deliver with reasonable dispatch, and such failure results in direct physical degradation or loss of, or damage to, goods.

(g) In no event will Forwarder have any responsibility for, and Customer will defend, indemnify, and hold Forwarder harmless from, and will pay and reimburse, any charges imposed by Third Parties with respect to use of equipment in which cargo tendered by, to or on behalf of Customer

is or has been laden, or for charges assessed with respect to storage or handling of any such equipment, including, but not limited to, charges assessed by steamship lines, rail carriers, rail terminal operators, marine terminal operators or port authorities. Without limiting the generality of the foregoing, Forwarder shall have no liability for any such charges arising from or related to port congestion, lack of equipment availability, labor shortages, or other situations impacting port or intermodal transportation operations.

(h) In the event of the failure or inability of the consignee to take delivery of the shipment, Forwarder will notify shipper in writing at the address shown on the shipping document and request disposition instructions. If the shipper fails to provide disposition instructions within 2 days after the date of the Forwarder's notice, the Forwarder may, in its sole discretion, return the shipment to the shipper at the shipper's expense. If the shipper fails to accept delivery of a shipment thus returned, the Forwarder may dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by Forwarder in excess of such transportation charges will be paid to the shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The shipper and the consignee shall remain liable, jointly and severally, for any deficiency.

(i) Forwarder is not liable for the consequences of identity theft or fraudulent or criminal conduct of third parties, including utilizing the services of entities representing themselves to be carriers or representatives thereof. If Forwarder has provided Customer any information regarding the identity of a carrier or its driver, including, but not limited to the carrier's or driver's name, Customer will, or if Customer is not the consignor, Customer will require the consignor to, confirm the information prior to tendering a shipment and will not tender the shipment if the information of the carrier or driver that arrives to retrieve a shipment is not the same as the information provided by Forwarder. Forwarder will not be liable for any loss or damage incurred by Customer arising from or related to the tendering party's failure to verify carrier or driver information.

7. Force Majeure. Forwarder shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under these terms and conditions, resulting from circumstances beyond the control of either Forwarder or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) breaches of cyber security including but not limited to cyber outages or attacks; (iii) war, hijacking, robbery, theft or terrorist activities; (iv) incidents or deteriorations to means of transportation; (v) embargoes; (vi) civil commotions or riots; (vii) defects, nature or inherent vice of the goods; (viii) acts, breaches of contract or omissions by Customer, the shipper, the consignee or anyone else who may have an interest in the shipment; (ix) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (x) strikes, lockouts or other labor conflicts. In such event, Forwarder reserves the right to amend any tariff or negotiated freight or logistics rates, on one (1) days' notice, as necessary to provide the requested service.

***Terms and conditions are subject to change without notice. For the most current version, go to www.icatlogistics.com These terms and conditions supersede all prior versions.