

**To open waybill, agree to terms at page end.**

**TERMS AND CONDITIONS OF SERVICE**  
(Please read carefully)

All Shipments to or from Shipper (which terms includes the exporter, importer, sender, receiver, owner, consignee, transferee or transferee of the shipments or the agent thereof) will be handled by the forwarder and/or customs broker handling this shipment, whose name appears on the reverse side, (the "Company") on the following terms and conditions, except if lawfully prohibited by 19 CFR part 111.44. No agent or employee of either party may alter or waive any of the following terms or conditions.

- 1. Choosing Routes and Agents.** Company shall have complete freedom in choosing the means, route and procedure to be following in the handling, transportation and delivery of the goods. Advise by Company to Shipper that a particular person or firm has been selected for render services as to the goods shall not be instruct that Company warrants or represents that such person or firm will render such services
- 2. Services by Third Parties.** Unless company carries, stores or otherwise physically handles the shipment, and the loss, damage, expense or delay occurs during such activity. Company assumes no liability as a carrier and shall not be held liable for any loss, damage, expense delay to the goods Shipped under except as provided in and subject to the limitations of Paragraph 8 & 9. Company undertakes only to use reasonable care in the selection of carriers, truckers, forwarders, custom house, brokers, agents, warehousemen or men and others whom it may entrust the goods for transportation, cartage, handling, delivery and/or storage or otherwise. When company carries, stores or otherwise physically handles the shipment including in the performance of the local pick up or delivery service, it does so subject to the limitations of liability set forth in Paragraph 8 unless a separate bill of lading, air waybill or other contract is issued by Company, in which event the terms there of shall govern.
- 3. Liability Limitations of Third Parties.** Company is authorized to select and engage carriers, truckers, forwarders, customhouse brokers, agents, warehousemen and others as may be required to transport, store deal with and deliver the goods, all of whom shall be considered as agents of Shipper. The goods may be entrusted to such parties subject to all conditions as to limitations of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in the bill of lading, receipts, or tariffs issued by such carriers, truckers, forwarders, customhouse brokers, agents, warehousemen and others. Company shall in no event be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when such goods are in the custody, possession or control of third parties selected by Company to forward, enter and clear, transport or render other services with respect to such goods.
- 4. Shipments Subject to Re-Weigh/Re-Measurement.** Shipper shall provide weight and measurements for its shipments. Shipments are subject to re-weigh and re-measurement by Company. If the weight or measurement of the goods as delivered are different from the shipper's representation, or if pick-up or delivery time or location is changed by shipper, company's rates, charges and fees are subject to change. If dimensional weight applies, under tariff rule, dimensions shall be shown on the airbill as follows; Length x Width x Depth = Cubic inches (or applicable metric measurement).
- 5. Shipper's Duty to Furnish Information.** (a) On an import at a reasonable time prior to entry of the goods to U.S. Customs, shipper shall furnish to Company invoices in proper form together with other documents necessary or useful in the preparation of the U.S. customs entry, and such further information may be sufficient to establish the dutiable value, classification and admissibility of the goods pursuant to U.S. law, or regulation or ruling. If Shipper fails to timely furnish all of such information or documents, as may be required to complete U.S. Customs entry, or if such if such information or documents is inaccurate or incomplete, Company shall be obligated to use its best judgement good faith efforts in connection with the shipment. Where a bond is required by U.S. Customs to be given for the production of any document or the performance of any act, Shipper shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by Company as principal, it being understood that Company entered into such undertaking at the request and on behalf of Shipper, and Shipper shall indemnify and hold Company harmless for the consequences of any breach of the terms of the bond. (b) On an export, at a reasonable time prior to the exportation of the shipment, Shipper shall furnish to Company the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of and as may be required by the law and regulations of the U.S. and the country of destination of the goods. (c) On an export or import, Company shall not in any way be liable for increased duty, penalty, fine or expense unless caused by the gross negligence or other fault of company, in which event its liability to Shipper shall be governed by the provisions of Paragraph 8. Shipper shall be bound by and warrant the accuracy of all invoices, documents and information furnished to Company by Shipper or its agents for export, entry or other purposes and shipper agrees to indemnify and hold harmless Company against any increased duty, penalty, liquidated damage, fine or expense, including attorneys fees, resulting from any act, inaccuracy or omission or any failure to make timely presentation, even if not due to any negligence or fault of Shipper.
- 6. Declaring Higher Valuation.** Shipper acknowledges and agrees that truckers, carriers, warehousemen and others to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said trucker, etc. company must receive specific instructions from Shipper to pay such higher charges based on valuation and the trucker, etc. must accept such higher declared value: otherwise the valuation placed by Shipper on the goods shall be considered solely for export or customs purposes and the goods will be delivered to the truckers etc., subject to the limitations of liability set forth in Paragraphs 3 and 8.
- 7. Insurance.** Company will not insure the goods unless specific written instructions from Shipper providing the kind and amount of insurance have been received by Company in sufficient time prior to shipment from point of origin. Company does not undertake or warrant that such insurance can or will be placed. Unless Shipper instructs Company to effect insurance under Shipper's own open marine policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by company. Any insurance placed shall be governed by the certificate or policy issued and will only be affected when accepted by such insurance companies and underwriters. Insurance coverage provided by Company will be assessed at a rate of \$50 per \$100.00 of value. Insured value is not to exceed the actual value of the goods. Shipments must be packaged to withstand the normal hazards of transportation for any claim to be valid. In the event Shipper does not elect to insure all or part of a shipment, Company's liability for any losses, damages or delays to such shipment shall be limited in accordance with the provisions of Paragraph 8. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to Company by Shipper, or that the shipment was insured under a policy in the name of Company. Insurance premiums and the charge of Company for arranging the same shall be at Shipper's Expense. If for any reason the goods are held in warehouse or elsewhere, the same will not be covered by any insurance, unless Company receives written instructions from Shipper and same is provided in accordance with this Paragraph 7. Unless specifically agreed in writing by Company, Company assumes no responsibility to effect insurance on any export or import shipment which it does not handle.
- 8. Limitation of Liability Per Shipment.** (a) In connection with shipments within the United States, and its Territories, and insular possessions, Shipper agrees that Company shall in no event be liable for any loss, damage, expense or delay to the goods for any reason, including as a result of the gross negligence or other fault of Company, for any amount in excess of \$50/pound. \$50 per shipment, or the invoice value, whichever is less, and any partial loss or damage for which Company may be liable shall be adjusted pro rata on the basis of such valuation. (b) In connection with any international shipments, Company's liability is limited to \$50.00 minimum or \$9.07/pound, whichever is greater, unless a higher value is declared as provided for herein and the applicable charges are paid, (c) As to any shipments under this agreement, Shipper has the option in Paragraphs 6 and 7 above of paying special compensation to increase the liability for the shipment in excess of the above stated amounts in case of any loss, damage, expense or delay, but such options can be exercised only by specific written agreement made with Company prior to shipment which agreement shall indicate the limit of liability and the additional compensation for the added liability to be assumed. Company shall not in any circumstances be liable for consequential or indirect damages, including without limitation, damages arising from loss of profit.
- 9. Liability of Company.** It is agreed that any claim or demand for loss, damage, expense or delay, shall be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the goods were in the actual custody or control of Company and the damages alleged to have been suffered be proven to be caused by the gross negligence or other fault of Company, its officers or employees, in which event the limitation of liability set forth in Paragraph 8 shall apply.
- 10. Presenting Claims.** To preserve a claim, the following must be adhered to: (a) As to all shipments within the United States, or its Territories, or insular possessions, claims for lost or damaged shipments must be made within one hundred eighty (180) days of the shipping date. Notification of concealed damage must be made to Company within 10 days of receipt of delivery of the shipment. Original shipping carton and contents must be retained by consignee for inspection. Claims for overcharges must be presented to Company within 30 days of the shipping date. (b) As to all shipments for export or import, in no event shall Company be liable for any act, omission or default by it in connection with an exportation or importation, unless a claim therefore shall be presented to it at its office at 10501 South La Cienega Boulevard Los Angeles, CA 90045, within one hundred eighty(180) days from date of exportation or importation of the goods in a written statement to which sworn proof of claim shall be attached. No suit to recover for any claim or demand made under (a) or (b) of this Paragraph shall in any event be maintained against Company unless instituted within one year after presentation of the said claim, as above provided. No agent or employee of Company shall have authority to alter or waive any of the provisions of this Paragraph.
- 11. Advancing Money.** Company shall not be obliged to incur any expense guarantee payment or advance any money in connection with the importing, exporting, forwarding, transporting, insuring, storing of the goods, unless the same is previously provided to Company by Shipper on demand. Company shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by Company be construed as a waiver of the provisions hereof.
- 12. Indemnification for Freight Duties.** In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against Company for ocean or other freight, duties, fines, penalties, liquidated damages, or other money due arising from a shipment of goods of Shipper. Shipper agrees to indemnify and hold harmless Company for any amount Company may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorney fees, incurred by Company in connection with defending such claim or legal action and obtaining reimbursement from Shipper. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of Shipper to Company to pay all charges or other money due promptly on demand.
- 13. Sale of Perishable Goods.** Perishable goods or live animals to be exported, imported or which are cleared through customs concerning which no instructions for disposition are furnished by Shipper may be sold or otherwise disposed of without any notice to Shipper, owner or consignee of the goods, and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery. In the event that any shipment is refused or remains unclaimed at destination or any transshipping point in the course of transit or is returned for any reason, Shipper shall nevertheless pay Company for all charges and expenses in connection therewith. No provision hereof shall obligate Company to forward, enter or clear the goods or arrange for their disposal.
- 14. C.O.D. Shipments** Goods received with instructions to "Collect on Delivery" (C.O.D.) by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such item for collection, and Company will not be responsible for any acts, omission, default, suspension, insolvency or want of care, loss, negligence, or fault of such bank, correspondent, carrier or agent, nor for any delay in remittance, loss in exchange, or loss during transmission, or while in the course of collection. Shipper must enter the amount of any Shipper's C.O.D. which shall be collected subject to the fee and rules of the delivering carrier. Unless caused by Company's willful or intentional misconduct, under no circumstances shall Company's liability relating in any way to Shipper's C.O.D. exceed the limits of liability as set forth in Paragraph 8.
- 15. Shipper Liable for Fees.** Shipper shall be responsible for all fees, costs, and charges of any kind hereunder if Company is unable to collect such charges from consignee or other third party within 45 days of delivery.
- 16. General Lien on any Property.** Company shall have a general lien on any and all property (and documents relating thereto) of Shipper, in its possession, custody or control or en route, for all claims, for charges, expenses or advances incurred by Company in connection with any shipments of Shipper and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made. Company may sell at public auction or private sale, upon ten (10) days written notice, sent certified or registered mail with return receipt requested from Shipper, all the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to Company. Any surplus from such sale shall be transmitted to Shipper, and Shipper shall be liable for any deficiency in the sale.
- 17. Compensation of Company.** Payment terms are net due on receipt. Contract of Special rates may be considered void and the shipment re-rated at full charges if invoice is not paid in 30 days. Contract or Special rates only apply to prepaid shipments unless specifically stated in a contract rate proposal. Invoicing hereunder while a shipment remains in transit shall not close out this agreement. The compensation of 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 Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commission, dividends or other revenue received by Company from carriers, insurers and others in connection with the shipment. In any referral for collection or in any action against Shipper for monies due to Company, upon recovery by Company, Shipper shall pay the expenses of collection and/or litigation, including reasonable attorneys' fees, plus 18% interest per annum compounded daily or the highest rate allowable by law, whichever is lesser.
- 18. Picking Up Shipments or Samples.** Company shall not itself be obligated to pick up a shipment from a carrier or sample from U.S. Customs. Should Company render such a service for and on behalf of Shipper a separate charge shall apply, and Company shall not be responsible for loss or damage to the shipment unless it is in the actual custody and control of Company and the loss or damage is caused by the gross negligence or other fault/willful misconduct of Company, in which event the limitation of liability set forth in Paragraph 8 shall apply.
- 19. No Responsibility For Governmental Requirements.** It is Shipper's responsibility to know and comply with all the classification, valuation, marking and other Customs' requirements, laws, regulations and rulings enforced by the U.S. and any country having jurisdiction over a shipment, the laws and regulations of any applicable governmental agency, including but not limited to the U.S. Food and Drug Administration, and all other requirements, laws and regulations of any applicable country or governmental agency. Company shall not be responsible for action taken or fines, liquidated damages or penalties assessed by any governmental agency against the shipment because of the failure of Shipper to comply with any such laws, ruling, requirements or regulations of any country or governmental agency or with a notification issued to Shipper by any such agency.
- 20. Loss, Damage or Expense Due To Delay.** Unless the services to be performed by Company hereunder are delayed by reason of the gross negligence or willful misconduct of Company, Company shall not be responsible for any loss, damage or expense incurred by Shipper because of such delay. In the event Company is at fault as above described, its liability is limited in accordance with the provisions of Paragraph 8.
- 21. Construction of Terms and Venue.** The terms and conditions hereof shall be construed according to the laws of the State of California, it being agreed that venue for any legal proceedings shall be in Los Angeles County, California.
- 22. Proof of Delivery.** Shipper agrees that digitized signature or computer record of delivery receipt is acceptable as proof of delivery of any shipment hereunder.
- 23. Level of Service.** Shipper agrees that if the level of service is not marked, the shipment will automatically be shipped as a next day p.m. shipment if shipped within the United States or its Territories.
- 24. Warsaw Convention.** International air carriage (defined in Company's tariff) is subject to the rules relating to liability established by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929.
- 25.** All disputes relating to the subject matter of this Bill of Lading shall be brought in the State or Superior Courts of Los Angeles County, California or before the United States District Court for the Los Angeles, California District. Los Angeles, California Division.
- 26.** Co-signee agrees to that in the event Shipper retains legal counsel to collect all or any portion of the subject payment due Shipper, Co-signee shall be responsible for all legal fees equaling 15% of the unpaid amount, including interest, and expenses.

The following notice required is to be given pursuant to 19 CFR part 111.29 (b)(1): If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties, taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to "US Customs Service" which shall be delivered to Customs by the broker.