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 documents shall govern those services.

1. Definitions.

(a) "Company" shall mean Southard Logistic Services, LLC as well as its subsidiaries, related companies, agents and/or representatives as may exist.

(b) "Customer" shall mean the entity for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, security guards, third party brokers, buyers and/or sellers, shippers' agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy of all changes of service to all agents and/or representatives.

(c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form.

(d) "Documentation Intermediate(s) ("DIT") shall include an "ocean freight forwarder" and a "non-vessel operating carrier".

(e) "DIT party(s)" 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 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 documentation in connection with the entry and/or release of the Customer's shipment(s) and at all other times during the course of rendering services.

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 ninety (90) days of the event giving rise to the claim; to the failure to give the Company timely notice shall be a complete defense to the action at law, in equity or otherwise.

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

(i) For claims arising out of transportation, within one (1) year from the date of the loss.

(ii) For claims arising out of air transportation, within two (2) years from the date of the loss.

(iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s).

(iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No Liability for the Selection or Services of Third Parties and/or Routes.