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 of Service governing such services, the Terms and Conditions set forth in such other documents(s) shall govern those services.

1. Definitions.
   (a) "Company" shall mean Suddath Global Logistics, LLC as well as its subsidiaries, related companies, agents and/or representatives as may exist;
   (b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, if any;
   (c) "Destination" shall mean the third party's location where the goods are to be tendered and/or delivered to the customer;
   (d) "Destination Party" shall mean the third party, the goods may be tendered to the third party, subject to the terms of service of the third party or at the discretion of the Company; in all cases, Customer shall pay all premiums and costs in connection with the transportation, carriage, handling and/or delivery of such goods.
   (e) "Documentary Credit" shall mean a document representing property, title to which is evidenced by the document.
   (f) "Export Shipment" shall mean all services performed by the Company, to include, but not limited to, the loading, unloading, consolidation, packing, crating, marking, labeling, clearance and delivery of the shipment to the International Export Agent;
   (g) "International Export Agent" shall mean the customer for which the Company is rendering service, as well as its agents and/or representatives.
   (h) "International Shipment" shall mean all services performed by the Company, to include, but not limited to, the loading, unloading, consolidation, packing, crating, marking, labeling, clearance and delivery of the shipment to the International Export Agent;
   (i) "Third parties" shall include, but not be limited to, the following: carriers, truckmen, cartmen, lightmen, forwarders, O.T.I.s, customs brokers, agents, warehouses and others to which the goods are entrusted for transportation, carriage, 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 import/export security filing services, the entry and release of applicable documents, the securing of import licenses, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an 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 ninety (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 air transportation, within two (2) years from the date of the loss;
      (ii) For claims arising out of sea transportation, within two (2) years from the date of the loss;
      (iii) For claims arising out of sea transportation, within twenty (20) years from the date of the loss.
   (c) 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 of Services or Third Parties and/or Routes.
   Unless services are performed by persons or firms engaged to express written instructions from the Customer, Company, in its discretion, may act in its own best interest and shall be under no obligation to specify or endorse carriers, forwarders, O.T.I.s, customs brokers, agents, warehouses and others to which the goods are entrusted for transportation, carriage, handling and/or delivery or storage or otherwise, or procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that the goods will be delivered by the third party's limitations of liability and/or terms and conditions of service 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 action(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 loss of or damage to a shipment, 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 suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relies. The Customer agrees that the Company has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.
   (b) Subject to (d) below, Customer agrees that in connection with any and all services performed by the Company for its services the Company shall be liable for only losses, damages, costs, claims 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, and shall indemnify the Company against all proceedings brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

5. Inspection.
   Company may, but shall not be obligated to, inspect any shipment. Cargo items transported for shipment may be subject to inspection for security reasons. All cargo items shall be delivered to the Customer in the condition in which they were received from the shipper.

6. Retention on Information Furnished.
   (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs Service, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf.
   (b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States Customs Service, the Customer agrees in its own best interest and shall be under no obligation to specify or endorse carriers, forwarders, O.T.I.s, customs brokers, agents, warehouses and others to which the goods are entrusted for transportation, carriage, handling and/or delivery or storage or otherwise, or procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that the goods will be delivered by the third party's limitations of liability and/or terms and conditions of service 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 action(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 loss of or damage to a shipment, 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 suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relies. The Customer agrees that the Company has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.
   (c) Unless, within thirty (30) days of receiving notice of loss, the Customer requests the Company to recover the goods or the Customer shall not have notified the Company of any interest in the shipment(s) it's Company's rights and the exercise of such rights.
   (d) Notwithstanding the provisions of paragraphs (a) through (c) above, if the Customer fails to comply with the provisions of this Section, the Company shall only be liable for the actual or declared value of the shipment or transaction, by requesting such coverage and
   (e) If claims arising from activities other than those relating to customs brokerage, $50.00 per shipment or transaction, or
   (f) If the claim is based on an action taken by in writing and received by the Company, within ninety (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.

7. Declaring Higher Value to Third Parties.
   Third parties to whom the goods are entrusted may be entitled to limit liability or loss in connection with the services provided for the delivery of the goods. The Customer will be liable to the Company for any losses, damages, costs, claims 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, and shall indemnify the Company against all proceedings brought against the Company.

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, other than the services set forth in this document;
   (b) Subject to (d) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of loss to the Customer, and such damage to the goods of the value not otherwise recoverable from the third party or to the extent of the third party's limitations of liability.
   (c) In connection with all services performed by the Company, the Company may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services.
   (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 brokerage, $50.00 per shipment or transaction, or
      (ii) Where the claim arises from activities relating to "Customs business", $50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;
      (iii) The amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of the bank or consignee of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf.
      (v) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States Customs Service, the Customer agrees in its own best interest and shall be under no obligation to specify or endorse carriers, forwarders, O.T.I.s, customs brokers, agents, warehouses and others to which the goods are entrusted for transportation, carriage, handling and/or delivery or storage or otherwise, or procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that the goods will be delivered by the third party's limitations of liability and/or terms and conditions of service 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 action(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 loss of or damage to a shipment, 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 suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relies. The Customer agrees that the Company has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.
      (vi) The Customer is responsible for all charges and fees incurred by the Company for its services.