These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer," which defines the terms and conditions governing such services. The Terms and Conditions set forth in such other documents(s) shall govern those services.

1. Definitions:
(a) "Company" shall mean Southall Global Logistics, LLC as well as its respective subsidiaries, related companies, agents and/or representatives;
(b) "Customer" shall mean the person for whom the Company 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, consigners, and other parties to the extent the goods are entrusted for transportation, carriage, 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 receipt and release of goods, the securing of insurance, the filing of entries 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 in question, or the Company, within ninety (90) days of the event in question, or the Company, within ninety (90) days of the event in question, or the Company, within ninety (90) days of the event in question, or the Company, within ninety (90) days of the event in question, or
(b) Subject to (a) above, the Company shall use reasonable care in its selection of third parties, or in selecting the terms and conditions of service to all such agents or representatives;
(c) (i) "Company" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
(d) "Ocean Transportation Intermediaries" ("OTT") shall include an "ocean freight forwarder" and a "non-vessel operating common carrier" ("NVOC") as to all other services, Company acts as an independent contractor.

4. No Liability for the Selection or Services of Third Parties and/or Routes.
Unless services are performed by or on behalf of the Company, the Company shall not be liable for the acts of third parties; all claims in connection with the acts of other parties, the Company relies on the correctness of all information furnished by Customer; which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding.
Quotations as to fees, rates of freight, 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 by the Company is an offer to prove. The Company is not bound to honor a quotation unless it is accepted by the Customer in writing.

(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 document filed on Customer's behalf;
(b) In preparation of submitting customs entries, export declarations, applications, documentation and/or export data to the United States 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 be responsible for the accuracy of such information, and hold the Company harmless from any and all claims asserted and/or liability suffered by reasons of any inaccuracies of whatsoever type, in connection with the shipping or delivery of such goods, and/or the shipping or delivery of goods and/or services by the Company.

7. Declaring Higher Value to Third Parties.
Third parties to whom the goods are entrusted may limit liability for loss or damage. The Company shall request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor, in the absence of written instructions or the refusal of the third party to agree.

8. Insurance.
Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to secure insurance on the cargo unless specifically requested in writing. In all cases, Customer shall pay all premiums and costs in connection with procuring required insurance.

9. Disclaimers; Limitation of Liability.
(a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with the services performed;
(b) Subject to (d) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall not be liable for any indirect, proximate cause of any loss, including all claims and/or liability arising to the extent the goods are entrusted for transportation, carriage, handling and/or delivery and/or storage or otherwise.

10. Advanceding.
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 and all liability, loss, damages, costs, claims and 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 lower amount is agreed to by Company, the Company shall give notice in writing to the Customer by mail or at its address on file with the Company.

12. Inspection Consent.
The Company may, but shall not be obligated to, inspect any shipment. Cargo items tendered for transportation may be secreted by carriers for inspection purposes, and all items shall be opened and examined, and the proceeds of any such inspection shall be credited to the Customer or charged to the Customer, as the case may require. In the absence of written instructions or the refusal of the third party to release the goods, Company shall not be liable for the acts of third parties.

13. C.O.D. or Cash Collect Shipments.
Company shall use reasonable care concerning written instructions relating to "Cash/Credit" or "Deliver (C.O.D.)" shipments, bank drafts, cashier’s and/or certified checks, letter(s) of credit and other similar documents. The Company will make no inquiry as to whether such shipments are to be delivered or paid for by reason of such claims; in the event lower amount is agreed to by Company.

(a) The Company shall have a general and continuing lien on any and all property of Customer coming into the Company's actual or constructive possession or control for monies owed to the Company with regard to the shipment(s) on which the lien is claimed.
(b) Subject to (a) above, the 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.
Customer acknowledges that pursuant to Sections 509 and 509 of the Tariff Act, as amended, (19 USC 1590 and 509) there is the duty and legal liability 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 as a "recordkeeper" or "record-keeper" 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 or take any action or to provide the cargo weight supplied by Customer.

17. Preparation and Issuance of Bills of Lading.
Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify the party or persons to whom the bill of lading is to be issued, and Customer shall be liable for any charges or costs incurred by the Company as a result of such issuance.

18. 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 shall be null and void.

Customer, shippers, consignees and bill-to-parties are jointly and severally liable for the compensation of the Company and its agents, sub-contractors, agents and/or third parties for any charges rendered to the Customer (including, but not limited to, the 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.

20. 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.

21. 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 Florida, as defined in the Tariff Act of 1930, as amended, (19 USC 1590 and 509) there is the duty and legal liability for maintaining all records required under the Customs and/or the State courts of Miami-Dade County, Florida and the State courts of Miami-Dade County;

22. Governing Law; Consent to Jurisdiction and Venue.
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