1. Definitions.

(a) “Company” shall mean Kuehne + Nagel Inc., its subsidiaries, agents and/or representatives;

(b) “Customer” shall mean the person for which the Company is rendering service, as well as its agents and/or representatives.

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

(d) “OCS Tariff” or “(O.T.)” 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, forwarders, OTs, customs brokers, agents, warehousemen and others to which 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 deliveries in connection with the entry and release of goods, post entry services, the securing of export 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. The Customer agrees in writing to do so in writing by the Company prior to rendering services for the covered transaction(s);

4. Non-Delegation. Any liability of Company for whatever reason shall in any event be limited to a maximum of $10,000 per event or series of events with one and the same cause of damage. In further consideration of the rates herein, and in connection with any and all services performed by the Company, the Company shall be under no obligation to undertake any pre- or post- Customs release action, including, but not limited to, obtaining bindings, insurance, advising of liquidations, filing of petitions and/or protests, etc.

5. Preparation and Issuance of Bills of Lading. The Customer agrees to indemnify, defend and hold the Company harmless from any and all claims and/or liability arising from the importation or exportation of customers merchandise and/or any of the Customer’s property, which involves the carriage, handling, storage or delivery of merchandise by the Company. The Customer agrees to indemnify, defend and hold the Company harmless from any and all liability, losses, damages, 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 that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail of such claim.

6. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend and hold the Company harmless from any and all claims and/or liability arising from the importation or exportation of customers merchandise and/or any of the Customer’s property, which involves the carriage, handling, storage or delivery of merchandise by the Company.

7. Reliance On Information Furnished. The Company shall use reasonable care regarding written instructions relating to “Cash/Credit” 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 have no liability for failure to obtain such information for the shipment.

8. Collection of Interest. In any dispute involving monies owed to the Company, the Company shall be entitled to collect all costs, including reasonable attorney’s fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

9. No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing by the Company and the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless from any and all liability, losses, damages, 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 that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail of such claim.

10. Severability. In the event any Paragraph(s) and/or portions hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

11. 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 New York without giving consideration to the principles of conflicts of law.

12. Governing Law and Venue. The terms and conditions of service constitute a legally binding contract between Kuehne + Nagel Inc. (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 document(s) shall govern those services to the extent they are inconsistent with these terms and conditions. When affiliates of the Company provide services to Customer, their standard trading terms and conditions will govern such services.


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14. General Liability and Right To Sell Customer’s Property. The Company shall be responsible for the safe custody and care of the goods while in the possession and custody of the Company, and the Company shall be entitled to sell the goods if the Company is held liable for loss or damage to the goods, and the Company shall not be liable for any delay in the acts of third parties.

15. General Lien and Right To Sell Customer’s Property. The Company shall be entitled to sell the goods if the Company is held liable for loss or damage to the goods, and the Company shall not be liable for any delay in the acts of third parties.

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17. Preparation and Issuance of Bills of Lading. 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 same shall be void.

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 same shall be void.

19. Compensation. The compensation of the Company for all its services shall be included with and in addition to the rates and charges of all carriers and all other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide Customer with a complete and a true copy of all pertinent documents relating to such charges. In any referral for collection or action against the Customer for monies due the Company, Customer and Company (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of New York; (b) agree that any action relating to the services performed by Company, shall only be brought by the Customer in a state or federal court in New York City, (c) is subject to the exclusive jurisdiction of the New York court, (d) all actions for the benefit of Customer shall be brought solely against such party and/or agents; in connection with any claim, such action shall be reasonably cooperate with the Company, which shall be liable for any changes or costs incurred by the Company; (e) for any and all other claims of any type, within two (2) years from the date of the last damage.

20. Severability. In the event any Paragraph(s) and/or portions hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

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