



General Logistics International Inc. 200 Livingston Ave. New Brunswick, NJ 08901

Terms and Conditions of Issuing Credit

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 document(s) shall govern those services.

1. Definitions.

- (a) Company shall mean General Logistics International Inc. its subsidiaries, related companies, 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, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, 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(s) of the terms and conditions of service to all such agents or representatives;
- (c) Documentation shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) Ocean Transportation Intermediaries (OTI) shall include ocean freight forwarder and non-vessel operating carrier;
- (e) Third parties shall include, but not limited to, the following: carriers, truckmen, cartmen, lightermen, forwarders, OTIS, custom brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, 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 entry and release of goods, post entry services, the securing of export license. 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 ocean 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 type, within two (2) years from the date of the



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loss or damage.

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

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, 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 actions(s) and/or inaction(s) of such third parties and/or its agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agent; in connection with any such claim, the company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, 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 shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Reliance 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 Customers behalf.

(b) In preparing and 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 use reasonable care to insure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customers failure to disclose information or false statement by the Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

7. Declaring Higher Value To Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will 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 to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third partys limitations of liability and/or terms and conditions of service.

8. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customers behalf, in all cases.



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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;
- (b) Subject to (c) 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 any injury to Customer, including loss or damage to Customers goods, and the Company shall in no event be liable for the acts of third parties;
- (c) In connection with all services performed by the Company, Customer 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 therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transactions).
- (d) In the absence of additional coverage under (b) above, the companys 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;
- (e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

10. Advancing Money. 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 claims and/or liability arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, which violates any Federal, State and /or other laws. and further agrees to indemnify and hold the Company harmless against any and all liability, loss, dam ages, costs, claims and/or expenses, including but not limited to reasonable attorneys fees, which 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 at its address on file with the Company.

12. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to Cash/Collect- on Deliver (C.O.D.)i shipments, bank drafts, cashiers and/or certified checks, letters) of credit and other similar payment documents and/or instructions regarding collection of monies but shall have not liability if the bank or consignee refuses to pay for the shipment.

13. Costs of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorneys fees and interest at 15% per annum or the highest rate allowed by law, whichever is less,



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unless a lower amount is agreed to by Company.

14. General Lien and Right To Sell Customer's Property.

- (a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
- (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
- (c) Unless, within thirty days of receiving notice of lien. Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued. 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 For Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USD 1508 and 1509) it has the duty and is solely liable 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 act as a recordkeeper or recordkeeping agent 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 any pre- or post Customs release action, including, but not limited to. obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

17. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading. Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same. Company shall rely upon and use the cargo weight supplied by Customer.

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 null and void.

19. Compensation of Company. The compensation of the 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 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 earners, insurers and others in connection with the shipment. On ocean exports, upon request, the carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of



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each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

20. Severability. In (he 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 New Jersey without giving consideration to principals of conflict of law. Customer & Company, All legal matters will be settled in the State of New Jersey in the County of Middlesex and City of New Brunswick all parties agree that all matters will be brought before the court in a court of this jursidstriction.

(a) Irrevocably consent to the jurisdiction of the United States District Court and the State courts of New Jersey;

(b) Consent to the exercise of in personam Jurisdiction by said courts over it, and

(c) Further agree that any action to enforce a judgment may be instituted in any jurisdiction.

Copyright by the National Customs Brokers & Forwarders Association of America, Inc.
(Revised 01/00)

CREDIT APPLICATION/AGREEMENT

WHEREAS, the undersigned wishes to obtain the extension of credit to the undersigned specified in section 15 hereto, from General Logistics International Inc., (GLI) through the issuance and release of prepaid bills of lading by GLI for any and all services provided by GLI including (without limit) cargo loaded, to vessels at ports, directly or through duly authorized freight forwarders or other agents;

WHEREAS, the undersigned is free to and do select any freight forwarders or other agents for these transactions;

WHEREAS, the undersigned acknowledges that GLI enters into this Agreement and extends credit only because the undersigned guarantees that all freight and charges will be paid by the undersigned, or on our behalf by the freight forwarder or other agent defaults;

NOW, THEREFORE, in consideration of the foregoing, the undersigned hereby agrees as follows:



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1. BILL OF LADING RECEIPTS: Receipts for all bills of lading so issued shall be signed by the undersigned or by the freight forwarder or other agent authorized by us to receive them.

2. ANY FORWARDER IS SHIPPER'S AGENT FOR PAYMENT: If the undersigned engages or utilizes the services of a freight forwarder in connection with the payment of freight or charges to GLI, the undersigned agrees that such forwarder acts as our agent for such purpose and not as the agent of GLI.

3. UNCONDITIONAL PROMISE TO PAY AND GUARANTEE OF FREIGHT PAYMENT: The undersigned will be absolutely and unconditionally liable to GLI, without notice or demand, set offs or withholding, for payment of all freight and charges due GLI and the undersigned guarantees payment irrespective of whether or not funds for payment of such freight and charges have been advanced to a freight forwarder or other agent. If the undersigned provides funds to a freight forwarder or agent to pay the freight or charges due GLI, and such forwarder or agent converts such funds to its own use, becomes insolvent or is adjudged bankrupt, or for any other reason fails to pay them to GLI, the undersigned shall remain absolutely and unconditionally liable to GLI for the payment of freight and other tariff charges. In no event shall any demand by a carrier upon the undersigned's freight forwarder or other agent for payment of such freight and charges constitute a waiver or of GLI's right to enforce these promises and guarantees against the undersigned. The undersigned shall be jointly and severally liable to GLI for the payment of freight, demurrage, container equipment, detention and all other charges, as well as for any expenses of GLI, including attorney's fees, in connection with claims or legal proceedings brought by GLI for collection of freight and other charges due to GLI and by the shipper, consignee or any third party claiming to have or having the right to process the goods.

4. FREIGHT DUE WHEN SPECIFIED ON INVOICE: All freight and charges shall be due on any invoice issued by GLI,
10 days of issuance of Bill of Lading for West coast sailing to Asia.
20 days for Sailings to Asia from the East Coast.
10 days from the East Coast to Europe.
All other Invoices will be to 20 days from Sailing to the Middle East and India.
Charge of 1.5% per month will be charged for past due invoices.

5. ABSOLUTE OBLIGATION TO COLLECT FREIGHT: The undersigned recognizes that GLI has an absolute obligation at law and under Section 10(b) of the Shipping Act of 1984 to collect and receive all freight and charges due under the pertinent tariff or tariffs.



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6. **REMEDIES ARE CUMULATIVE:** The rights and remedies available GLI under his Agreement are cumulative and are in addition to every other remedy in law or equity. The exercise of any remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other remedy.

7. **EFFECTIVE DATE:** This Agreement shall become effective on the date of its receipt and execution by GLI and shall continue in effect unless terminated sooner by written notice from either party to the other, provided, however, that termination or expiration shall not extinguish any existing any existing liabilities here under.

8. **EXECUTION DOES NOT REQUIRE CREDIT:** Execution of this Agreement by the undersigned authorizes, but does not require, GLI to extend credit in accordance with the terms hereof.

Credit Department
General Logistics International, Inc.
200 Livingston Ave
New Brunswick NJ 08901.

9. **BUSINESS INFORMATION**

Full Name of Organization Dunn & Bradstreet Acct. # :

Address City State/Province Postal Code

Telephone Fax No.

EIN Number #

Type of Business . Corporation . Partnership . Individual

Years in Business Commodities Shipped

10. **PRINCIPAL OWNERS AND OFFICERS**

Name Title

Name Title

This section must be filled or no credit will be granted

11. **CREDIT INFORMATION**

Amount of credit requested

Number Days Credit requested

Bills sent to: Name



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Trade Lanes

Payment to be made from:
Name Address

Special billing instructions:
Address

This section must be filled or no credit will be granted

12. BANK REFERENCE

Name Address City State/Province
Postal Code
Telephone Officer Account Number(s)
Name Address City State/Province
Postal Code
Telephone
Officer
Account Number(s)

13. TRADE REFERENCES

Please list Company Contact Party and Telephone or fax number

- 1.
- 2.
- 3.

14. AUTHORIZED CORPORATE OFFICER

Name (please print) Title (please print)
Date Signature

To our Credit Applicants:

Financial institutions require written authorization from their accounts prior to the release of any credit information. In order to expedite processing of your application with General Logistics International Inc. for credit terms, please complete and sign the below form and return it with your application.

TO: Date:
(Bank)
(Complete Address)



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You are hereby authorized and requested to release credit information requested by General Logistics International Inc. on the following account(s) for their confidential use in determining our credit worthiness.

Account Name:

Account Number(s):

Authorized Signature:

THANK YOU FOR SHIPPING WITH GLI

SEND CREDIT APPLICATION TO:

General Logistics International Inc.

ATTN: CREDIT DEPT.

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