

# Globalcare Logistics Inc.

## Freight Forwarder Terms and Conditions

### TERMS AND CONDITIONS

#### Definitions

On this waybill, "Forwarder or Forwarder's" refers to Globalcare Logistics Inc., its employees, subsidiaries, related companies, agents and/or representatives "Shipper or Shipper" on this contract means the party from whom the shipment is received, the party who requested the shipment be transported by Forwarder, and party having an interest in the shipment, and any party who acts as an agent for any of the above 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, etc. **It is the responsibility of the Shipper to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;**

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

(d) "Ocean Transportation Intermediaries" ("OTI") 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, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

#### Forwarder as agent

The Forwarder acts as the "agent" of the Shipper 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 on behalf of the Shipper and other dealings with Government Agencies: as to all other services, Forwarder acts as an independent contractor.

#### Agreement to Terms

In tendering this shipment, the shipper agrees to these Conditions of Contract of Carriage, which no agent or employee of the parties may alter, and that this shipping document is non-negotiable and has been prepared by the shipper. The shipper certifies and represents to Forwarder that the information inserted on the face of this shipping document is complete and accurate. It is agreed among the parties involved that the conditions of contract of carriage for this shipment are governed by Forwarder's service guide, available for inspection at Forwarder's office, and which is hereby incorporated into this contract, and a copy of which will be supplied upon request. Except to the extent of any written contract between shipper and Forwarder, this shipping document supersedes and negates any claimed, alleged or asserted oral or written contract, promise, representation or understanding between the parties with respect to this shipment.

#### Packaging

Shipper warrants that each package in this shipment is properly and completely described on this shipping document, is properly marked and addressed, is packaged adequately to protect the enclosed goods to ensure safe transportation except as noted, is in good order and condition.

#### Shortages/Damages

At time of delivery, the consignee must note on the delivery receipt any exceptions to the shipment that would indicate a shortage in the shipment or damage to the freight. The consignee may not inspect the contents of the containers until the consignee signs for the shipment on the delivery receipt. NOTE: Such notations as "subject to inspection" and "subject to recount" are not exceptions.

NOTE: A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received the shipment in apparent good condition.

NOTE: Under no circumstances shall Forwarder be liable for loss and/or damage to external shipping container of any kind.

#### Filing a Claim

A. All claims on air shipments (except concealed loss/damage) must be received in writing by Forwarder within 90 days after Forwarder accepted the shipment. Notice of concealed loss/damage must be received in writing by Forwarder within fourteen (14) days after delivery. Legal action to enforce a claim must be brought within one (1) year after the claim has been denied in writing by the Forwarder, in whole or in part. The parties hereto waive all rights and remedies under 49 U.S.C 14706(e).

B. Notification of potential claims on ground shipments (except concealed loss/damage) must be received by Forwarder within fifteen (15) days of the date of delivery or, in the event of total loss of the shipment, the date the shipment should have been delivered. Notice of concealed loss/damage must be received in writing by Forwarder within three (3) days after delivery. All claims must be received in writing by Forwarder within nine (9) months of the date the shipment did or should have delivered. Any civil action on a claim must be brought within two (2) years after the claim has been denied in writing by the Forwarder, in whole or in part. For claims arising out of the preparation and/or submission of an import entry(s) civil action must be taken within seventy five (75) days from the date of liquidation of the entry.

NOTE: The expiration of these time periods shall be complete and absolute defense to any such action or proceeding, without regard to any mitigating or extenuating circumstance or excuse.

No claim for loss/damage to any shipment shall be honored until all carriage charges for such shipment have been paid. The amount claimed may not be deducted from carriage charges.

#### Concealed Damage/Loss

If the consignee accepts the shipment without noting any damage on the delivery record, this will be prima facie evidence that the shipment was delivered in good condition. For the claim to be processed, the shipment, together with the shipping cartons and packaging, must be available for inspection.

#### Limits of Liability and Limitations Not Assumed

The parties hereto waive all rights and remedies under 49 U.S.C 14706 (a)(1). Forwarder shall not be liable in any event for any special, incidental or consequential damages, including but not limited to loss of profits, income, interest, utility or loss of market, whether or not Forwarder had knowledge that such damages might be incurred.

Forwarder's liability, in absence of a higher declared value for carriage, is limited to \$50.00 per shipment or \$0.50 per pound, per piece, of cargo lost, damaged, miss-delivered or otherwise adversely affected, whichever amount is greater, but in no event shall amount exceed the actual invoice value of the goods or damages sustained by shipper. This limitation is further subject to provisions as published in Forwarder's service guides if and as applicable in effect at the time of this shipment. Declared values for carriage in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge. The charge for each additional \$100 of declared value is \$0.85. Declared value does not constitute cargo insurance. Unless subject to a specific statute or international convention, all claims against the Forwarder for a potential or actual loss, must be made in writing and received by the Forwarder, within ninety (90) days of the event giving rise to claim; the failure to give the Forwarder timely notice shall be a complete defense to any suit or action commenced by Shipper. Unless each piece of the shipment has a declared value stated and is specifically identified on the Forwarder's shipping document at the time of the shipment and is so identified on the delivery receipt as being lost, damaged, destroyed, or otherwise adversely affected at time of delivery, Forwarder shall be liable for the "average declared value" of the shipment. The "average declared value" of the shipment shall be determined by first dividing the total declared value of the shipment by the total weight of the shipment. This figure, multiplied by the packaged weight of the piece(s) adversely affected, shall then establish the amount of Forwarder's liability. The total declared value amount must be inserted in the Declared Value box on the face of this shipping document. Forwarder's liability shall in no event exceed the actual invoice value of the goods adversely affected. Forwarder shall not be liable for loss, damage, delay or monetary loss of any type caused by: Acts of Gods; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; the nature of the freight or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; and by acts, defaults or omissions of the shipper or consignee for failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including but not limited to improper packaging, marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation or freight acceptable only under certain conditions outlined below.

International Carriage of Goods Convention. If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention as defined herein, may be applicable. These Conventions govern, and in most cases limit, the liability of Forwarder in respect of loss, damage, or delay to cargo. Under either applicable Convention, liability of Forwarder per kilogram may be limited to 19 Special Drawing Rights, converted into national currency under applicable law, unless a higher value is declared in advance by the Shipper and a supplementary charge is paid if required. "Warsaw Convention" means, (a) the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, 12 October 1929, or (b) that Convention as amended at The Hague, 28 September 1955, or (c) that Convention as amended at The Hague 28 September 1955 and by Montreal Protocol No. 1, 2, or 4 (1975), whichever may be applicable. "Montreal Convention" means the Convention for Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999. **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 Shipper, Forwarder 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 Forwarder 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 Forwarder warrants or represents that such person or firm will render such services nor does Forwarder assume responsibility or liability for any actions(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 Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Forwarder shall reasonably cooperate with the Shipper, which shall be liable for any charges or costs incurred by the Forwarder.

#### Restricted/Unapproved Commodities

Unless otherwise expressly provided in Forwarder's service guide and subject to any conditions or restrictions contained therein, the following articles will not be accepted for carriage: any shipment prohibited by law; original works of art, antiques, bonds, coins of any kind, currency, currency equivalents, live animals, furs, fur clothing, gems or stones (cut or uncut), industrial diamonds, gold or silver, coined concentrates, jewelry (other than costume jewelry), pearls, precious metals, securities (negotiable), time sensitive written material (e.g., bids, contract proposals, etc.), when the declared value exceeds \$0.50 per pound; household goods and/or personal effects, one-of-a-kind articles or models, prototypes, valuable rugs (i.e., Oriental rugs, Persian rugs) and prints or lithographs when the total declared value of the shipment exceeds \$500.00 or when the declared value exceeds \$0.50 per pound, per piece; and such other articles provided in Forwarder's governing service guide. Forwarder shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or misdescribed in this shipping document, and no employee of agent or Forwarder has any authority to accept for transportation such articles or to waive the limitations herein contained.

#### Insurance

Insurance coverage is based on the Forwarder's open insurance policy in effect on the date of the shipment. Failure to properly complete the insurance option on the front of this shipping document shall void the coverage this option affords. Failure to insert at least the full invoice value of the shipment shall reduce any insurance payment proportioned by the applicable percentage that the shipment was so under-insured. There are exceptions and/or special insuring conditions to the insurance option. Contact Forwarder for details, as the cargo insurance policy is subject to limits, terms and conditions and shall be construed to be a contract directly between the shipper and the insurer.

#### Quotations Not Binding

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Forwarder to the Shipper are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Forwarder unless the Forwarder 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 Forwarder and the Shipper.

#### Reliance On Information Furnished.

Shipper acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Forwarder of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Shippers behalf;

In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, the Forwarder relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Shipper; Shipper shall use reasonable care to insure the correctness of all such information and shall indemnify and hold the Forwarder harmless from any and all claims asserted and/or liability or losses suffered by reason of the Shipper's failure to disclose information or any incorrect or false statement by the Shipper upon which the Forwarder reasonably relied. The Shipper agrees that the Shipper has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

**No Duty To Maintain Records For Shipper**

Shipper acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §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 Forwarder shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "record-keeper" or "recordkeeping agent" for Shipper.

**Obtaining Binding Rulings, Filing Protests, etc.**

Unless requested by Shipper in writing and agreed to by Forwarder in writing, Forwarder 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.

**Advancing Money**

All charges must be paid by Shipper in advance unless the Forwarder agrees in writing to extend credit to Shipper; the granting of credit to a Shipper in connection with a particular transaction shall not be considered a waiver of this provision by the Forwarder.

**General Lien and Right To Sell Shipper's Property.**

(a) Forwarder shall have a general and continuing lien on any and all property of Shipper coming into Forwarder's actual or constructive possession or control for monies owed to Forwarder with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

(b) Forwarder shall provide written notice to Shipper 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; Shipper shall notify all parties having an interest in its shipment(s) of Forwarder's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Shipper 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 Forwarder, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Forwarder 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 Shipper.

**Collect on Delivery (COD) Service**

Unless inserted otherwise on the face of this shipping document, the C.O.D. amount of the shipment shall be deemed to be the declared value for carriage amount. This declared value for carriage amount in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge. Collect on Delivery (C.O.D.) service is provided under the following conditions: a) shipper must identify the shipment as a C.O.D. shipment by entering the amount to be collected in the "Shipper's C.O.D. Box" on the front of this shipping document, b) shipper must specify the type of payment to be received (e.g., cash, check, money order or cashier's check) in the "Special Handling Instructions" on the front of this shipping document and c) Forwarder and shipper agree that Forwarder does not guarantee nor verify that a check, money order, or cashier's check or other such financial instrument is valid or negotiable. All payments are collected at shipper's risk.

**Responsibility for Payment**

The shipper and the consignee shall be liable jointly and severally for all unpaid charges payable on account of this shipment pursuant to this contract and to pay or indemnify Forwarder for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to shipper, etc.) or other sums which may be incurred by Forwarder by reason of any violation of this contract or any other default of the shipper or consignee or their agents. In any dispute involving monies owed to Forwarder, the Forwarder shall be entitled to all costs of collection, 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 Forwarder

**Indemnity**

Shipper and consignee shall hold Forwarder and its agents harmless from loss/damage/delay or any monetary losses which are a result of auxiliary services including but not limited to local cartage, crating, uncrating, packing, and unpacking which are requested by the shipper or consignee and arranged by Forwarder as a Shipper service unless such services are actually performed by Forwarder or its agents. It is the responsibility of the Shipper and its Consignee to know and comply with all licensing, classification, valuation, marking and other Customs requirements, laws, regulations, and rulings enforced by the U.S. and any country having jurisdiction over a shipment, the laws and regulations of any applicable governmental agency and all other requirements, laws and regulations of any applicable country or governmental agency. The shipper and consignee shall be liable, jointly and severally, to pay or indemnify, protect, defend, reimburse and hold Globalcare Logistics Inc. harmless from and against any and all claims, liabilities, fines, penalties, damages, costs or other sums (including attorneys' fees and costs) that may be incurred, suffered or disbursed for any violation of any of these Terms, any penalty or sanction imposed by any governmental body, or any other default of the shipper, consignee or such other party with respect to a shipment. Shipper and consignee are responsible for complying with all U.S. Treasury OFAC regulations and sanctions, will indemnify Globalcare Logistics Inc. against all costs and penalties incurred as a result of any tender of property to Globalcare Logistics Inc. That is blocked by or otherwise contravenes such regulations, and waive any claims of liability against Globalcare Logistics Inc. as a result of any blocking of tendered property under such regulations, damage to property in the course of such blocking, or failure to return property blocked in accordance with such regulation

**Right to Inspect/Reject**

This shipment is subject to inspection by Forwarder; however, Forwarder is not obligated to perform such inspection. Shipments are subject to security controls by carriers and, where appropriate, by government agencies. Copies of shipping documents will be retained until the shipment is delivered. Forwarder reserves the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel or if the shipment is prohibited by law, or if the shipment would violate any terms of this waybill or Forwarder's current Service Guide.