

## TIGERS (USA) GLOBAL LOGISTICS, INC.

### TERMS AND CONDITIONS OF SERVICE

Tigers (USA) Global Logistics, Inc. serves as a customs broker, domestic freight forwarder, domestic property broker, international air carrier and non-vessel operating common carrier. Except as otherwise set forth herein or in a fully executed written agreement between Tigers and Customer, these Terms and Conditions govern all such services provided by Tigers for Customer; and supersede any conflicting terms and conditions contained in any Documentation, oral agreement, promise, representation or understanding between or among the parties, including those in Tigers' or other bills of lading or waybills.

No agent or employee of the parties may alter these Terms and Conditions, unless in writing and signed by both parties. The signature of any driver or agent of Tigers on any Documentation shall be solely for the convenience of the party tendering such Shipment and shall not constitute an acceptance by Tigers of any terms which vary from these Terms and Conditions.

The rights and benefits of these Terms and Conditions shall inure to the benefit of carriers, brokers and other subcontractors utilized by Tigers to perform transportation services for Customer.

#### 1. Definitions

- a. "Tigers" refers to Tigers (USA) Global Logistics, Inc., its affiliates, subsidiaries, related companies, agents and/or representatives.
- b. **"Customer" refers to the person or entity for which Tigers is rendering service, as well as such person's or entity's principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shippers' agent, insurers and underwriters, break bulk agents and consignees and any party having an interest in the Shipment or service. It is responsibility of the Customer's to provide notice of these Terms and Conditions to all such principals, agents and/or representatives with an interest in the Shipment.**
- c. "Documentation" refers to all information received directly or indirectly from Customer, whether in paper form, such as bill of lading, waybill or other shipping document, or electronic form such as online booking or EDI.
- d. "Third parties" includes, but is not be limited to, carriers, truckmen, cartmen, lightermen, forwarders, OTI's, customs brokers, agents, warehousemen and others to which the Shipment is entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.
- e. "Shipment" is the total of the Packages and their contents listed and described on the Documentation.
- f. "Package(s)" refers to the package(s), carton(s), pallet(s), tubes, etc. listed on the Documentation.

#### 2. Tigers as Agent or Independent Contractor

Tigers 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 licenses, the filing of export and security documentation on behalf of the Customer and other dealings with government agencies, or for arranging for transportation services or other logistics services in any capacity other than as a carrier. As to all other services, Tigers acts as an independent contractor in relation to Customer.

#### 3. Customer Warranty

Customer warrants and represents that the information set forth on any Documentation for the import, export, entry or transportation of a Shipment is complete and accurate with respect to weight and measurement, classification and description; and that each Shipment is adequately packaged to protect the enclosed goods from loss or damage with ordinary care in handling and marked and labeled for transportation according to, as applicable, the International Maritime Dangerous Goods (IMDG) Code or regulations of the U.S. Department of Transportation (including, without limitation, all regulations governing the transportation of hazardous materials), the International Air Transport Association (IATA) and/or the International Civil Aviation Organization (ICAO). Customer shall indemnify and hold Tigers harmless from any and all claims asserted against Tigers and/or liability or losses suffered by Tigers by reason of Customer's failure to disclose relevant information or the provision by Customer of any incorrect, incomplete or false information upon which Tigers reasonably relies to its detriment.

#### 4. Quotations Not Binding

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Tigers to Customer are for informational purposes only and are not binding upon Tigers unless Tigers agrees in writing 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 by Tigers and Customer.

## 5. Limits of Liability

- a. Tigers shall not be liable for loss, damage, delay or monetary losses of any type caused by: acts of God; acts of 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; acts of carriers related to security; the nature of the Shipment or any defects thereof; acts of public enemies; hazards incident to a state of war; acts of terrorism; or acts, defaults or omissions of the shipper, including but not limited to, inadequate or improper packaging, marking, addressing or the provision of incomplete or inaccurate shipping instructions, Documentation or related information.
- b. Tigers shall not be liable for loss due to temperature variations.
- c. Tigers shall not be liable for loss or damage to shipping containers or exterior packaging.
- d. Tigers' liability for loss, damage, delay or other monetary losses suffered in connection with services performed by Tigers is limited as set forth below unless Customer and Tigers agree, prior to Tigers rendering services with respect to a Shipment, to greater liability by Tigers or to coverage through Tigers' all risk marine policy, up to the actual or declared value of the Shipment, subject to a fee for such increased liability or coverage:
  - i. Where the claim arises from activities relating to Customs business, Tigers' liability is limited to \$50.00 per entry or the amount of brokerage fees paid to Tigers for the entry, whichever is less.
  - ii. Where the claim arises from activities relating to the domestic warehousing or transportation of new goods within the United States or originating in the United States destined for Canada, Tigers' liability is limited to the lesser of:
    - a. \$50.00 per Shipment or \$0.50 per pound per piece of cargo lost, damaged, mis-delivered or otherwise adversely affected, whichever is greater;
    - b. The replacement value of the affected article or articles with an item of like kind and quality;
    - c. Customer's cost of the affected article or articles; or
    - d. The repair cost in the event that a claimed item can be repaired. If a claimed damaged item cannot be repaired, Customer shall provide, at its own expense, a third party assessment and/or technician report which details the extent of the damage and why the item is unable to be repaired.
  - e. At the time of delivery, the consignee must note on the delivery receipt any exceptions to the count or condition of the shipment or the shipping containers. Tigers shall not be liable for concealed loss or damage not noted on the delivery receipt and/or not consistent with visible signs of damage to the outside shipping container(s), unless Customer provides written notice to TIGERS within 48 hours of delivery and is able to prove that such loss or damage occurred while the shipment was in Tigers or Tigers agent possession. A clear delivery receipt shall be prima facie evidence of ordinary care in handling and receipt of the shipment(s) in full and in good condition. Notations such as "subject to inspection or count" will not be considered evidence of damage or shortage.
- iii. Where the claim arises from activities relating to the domestic warehousing or transportation of used goods within the United States or originating in the United States destined for Canada, Tigers' liability is limited to the lesser of:
  - a. \$10.00 per Shipment or \$0.10 per pound per piece of cargo lost, damaged, mis-delivered or otherwise adversely affected, whichever is greater;
  - b. The replacement value of the affected article or articles with an item of like kind and quality;
  - c. Customer's cost of the affected article or articles; or
  - d. The repair cost in the event that a claimed item can be repaired. If a claimed damaged item cannot be repaired, Customer shall provide, at its own expense, a third party assessment and/or technician report which details the extent of the damage and why the item is unable to be repaired.
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- iv. Where the claim arises from activities relating to the domestic transportation of goods within Canada or originating in Canada destined for the United States, Tigers' liability is limited to the lesser of:
  - a. The value of the Shipment at the place and time of origin; or
  - b. \$2.00 Canadian per pound computed on the total weight of the Shipment.

- c. At the time of delivery, the consignee must note on the delivery receipt any exceptions to the count or condition of the shipment or the shipping containers. Tigers shall not be liable for concealed loss or damage not noted on the delivery receipt and/or not consistent with visible signs of damage to the outside shipping container(s), unless Customer provides written notice to TIGERS within 48 hours of delivery and is able to prove that such loss or damage occurred while the shipment was in Tigers or Tigers agent possession. A clear delivery receipt shall be prima facie evidence of ordinary care in handling and receipt of the shipment(s) in full and in good condition. Notations such as "subject to inspection or count" will not be considered evidence of damage or shortage.
- v. Where the claim arises from activities relating to the transportation of goods moving by international air, Tigers' liability is limited under the Warsaw convention as amended by the Montreal Protocol No. 4 to 17 special drawing rights (SDR) per kilogram of the affected article or articles.
- vi. Where the claim arises from activities relating to the transport of goods moving by sea, Tigers' liability is limited pursuant to the Carriage of Goods by Sea Act and/or the Harter Act to \$500.00 per Package (or standard freight unit).
  - a. At the time of delivery, the consignee must note on the delivery receipt any exceptions to the count or condition of the shipment or the shipping containers. Tigers shall not be liable for concealed loss or damage not noted on the delivery receipt and/or not consistent with visible signs of damage to the outside shipping container(s), unless Customer provides written notice to TIGERS within 48 hours of delivery and is able to prove that such loss or damage occurred while the shipment was in Tigers or Tigers agent possession. A clear delivery receipt shall be prima facie evidence of ordinary care in handling and receipt of the shipment(s) in full and in good condition. Notations such as "subject to inspection or count" will not be considered evidence of damage or shortage.
- e. In no event shall Tigers be liable for any special, incidental, consequential or punitive damages, including but not limited to, loss of profits or loss of market, whether or not Tigers had knowledge that such damages or losses might occur.
- f. In no event shall Tigers liability for aggregate losses at any one time at any one place exceed \$100,000 unless mutually agreed upon in writing by both parties prior to tender of the shipment(s).
- g. Where Customer seeks to declare a value for a shipment consisting of more than one piece, it shall be Customer's responsibility to have a numbered label affixed to each such piece and then to declare a value correlating to each such number in the space provided on the face of the shipping document(s). Failing compliance with this requirement, Tigers liability for loss or damage to any part of such shipment shall be limited to the average declared value of the shipment times the number of the piece(s) lost or damaged.

**6. Prohibited Cargo**

The following articles shall not be tendered to Tigers for transportation: any Shipment prohibited by law, antiques, bagged goods, bonds, deeds, documents, manuscripts, plans, securities, stamps, treasury notes, bullion, cash, jewelry, precious metals and stones, cement, cigarettes, cigars, tobacco, fragile articles, furs, livestock, mobile telephones, perfumery, perishable foodstuffs, plasma screens, scrap metals, television sets, unprotected goods, video recorders, secondhand goods, wines, spirits and other bottled goods, white goods (i.e., stoves, ovens, refrigerators, washing machines, microwaves and dishwashers, including parts, spares and ancillary equipment), one-of-a-kind articles or models, prototypes, valuable rugs (i.e. Oriental rugs and Persian rugs), prints or lithographs or household goods and/or personal effects when the total declared value of the Shipment exceeds \$500.00 or when the declared value exceeds \$0.50 per pound, per piece. Tigers shall not be liable for any loss, damage, delay, liabilities, penalties or fines resulting from the transportation of any of the foregoing articles, however described or misdescribed in the shipping Documentation, and no employee or agent of Tigers has any authority to accept for transportation such articles or to waive the limitations herein contained. Tigers retains the right to refuse any such Shipment prior to acceptance. In the event Tigers discovers after acceptance of a Shipment that the Shipment contains any of the herein mentioned articles, it reserves the right to refuse the Shipment, or, if already in transit, to refuse to deliver the Shipment to the consignee. Customer agrees to pay all expenses, freight charges, fines and penalties for said Shipment. Customer further agrees to indemnify and hold harmless Tigers from any and all loss, damage, delay, liabilities, penalties or fines of whatsoever nature arising out of or related in any way to said Shipment.

**7. Claims**

- a. At time of delivery, the consignee shall sign a delivery receipt acknowledging receipt of the Shipment and any apparent exceptions to the good order, count and condition of the Shipment. Any additional exceptions discovered during a further inspection in the driver's presence shall be noted on the delivery receipt. If no exceptions to good

order, count or condition are noted on the delivery receipt, the Shipment is presumed to have been delivered in the same good order, count and condition as when initially received by Tigers. Notations such as "subject to inspection" and "subject to count" do not constitute exceptions to the good order, count and condition of the Shipment.

- b. If any loss or damage not ascertainable at time of delivery is later discovered, written notice must be provided to Tigers no later than 14 days after the date of delivery, after which time, with no notice having been given, the Shipment is presumed to have been delivered in the same good order, count and condition as when initially received by Tigers.
- c. If a Shipment is delayed, lost or otherwise not delivered, written notice must be provided to Tigers no later than 14 days after the date on which the Shipment should have been delivered, after which time, with no notice having been given, the Shipment is presumed to have been delivered in the same good order, count and condition as when initially received by Tigers.
- d. Tigers is entitled to inspect the Shipment and all materials used to package or protect the Shipment at the place of delivery in the same condition as at delivery.
- e. It is incumbent upon the claimant and any other interested party to mitigate the damages to the extent that is reasonably possible.
- f. Unless subject to a specific statute or international convention establishing a longer period, all claims for loss, damage or delay must be submitted in writing to Tigers' Corporate office, located at 25 Northwest Point Blvd., Suite 1025, Elk Grove Village, IL 60007, USA, Attn: Claims, no later than nine months after the date of delivery. Such claims must include copies of all shipping Documentation, delivery receipts, invoices and any other documents supporting the claim. The failure to provide timely notice shall be a complete defense to any suit or action commenced by Customer for the loss, damage or delay.
- g. Unless subject to a specific statute or international convention establishing a longer period, suit to recover for any loss, damage or delay must be instituted within the following time periods:
  - i. For claims arising out of ocean transportation, one year from the date the claim has been denied in writing, in whole or in part, by Tigers.
  - ii. For claims arising out of air or ground transportation, two years from the date the claim has been denied in writing, in whole or in part, by Tigers.
  - iii. For claims arising out of the preparation and/or submission of an import entry, 60 days from the date of liquidation of the entry.
- h. All suits to recover a claim must be filed in a state or federal court located in Cook County, Illinois. Customer and Tigers consent to personal jurisdiction in such courts and waive all objections thereto. The rights and obligations of the parties shall be determined according to the applicable laws of the United States or an international convention and otherwise to the laws of the State of Illinois.
- i. No claim will be considered until all current and past due transportation charges owed by Customer to Tigers have been paid in full. The amount of freight claims may not be deducted from transportation charges.
- j. If Tigers pays a claim for loss of or damage to a Shipment, Tigers shall be entitled to possession of the portion of the Shipment for which the claim was made or the salvage value thereof.
- k. Claims for overcharges or duplicate payments must be received in writing by Tigers no later than 180 days of Customer's receipt of the original invoice from Tigers; and, provided that such claim has been timely filed, any action or proceeding by Customer against Tigers to recover such charges shall be commenced not more than 18 months after Customer's receipt of Tigers applicable invoice.
- l. Claims for damage to Customer's, a shipper's and/or a consignee's premises incurred during performance of service(s) by Tigers will be deemed untimely unless such damage is noted on the bill of lading or delivery receipt, or unless reported to Tigers in writing at 25 Northwest Point Blvd., Suite 1025, Elk Grove Village, IL 60007, USA, Attn: Claims or US-Claims@Go2Tigers.com within 24 hours of service at that location. Tigers shall be entitled to make inspection of any property damage prior to any repairs. Failure of Customer, the shipper and/or the consignee to notify Tigers of any such damage in a timely manner will be grounds for declination of any such claim and shall serve as a bar to any recovery in a court of law or otherwise.

#### **8. Liabilities Not Assumed**

- a. Customer, the shipper and the consignee agree that any assistance they or their agents, employees, contractors, or other affiliated parties may provide to Tigers or Tigers agent during the pick-up, transportation or delivery process will be at their own risk. Customer, the shipper and the consignee hereby assume the responsibility of notifying any related parties of the risks of assisting in any service being provided by Tigers. Customer, the shipper and/or the consignee shall indemnify and hold harmless TIGERS from any liability or claims resulting from the respective participation or assistance of Customer, the shipper and/or the consignee or their agents, employees, contractors, or other affiliated parties in any service being provided by Tigers.

- b. Tigers does not guarantee pick-up, transportation or delivery by a special date or a special time and shall not be liable for any claimed delay in pick-up, transportation, delivery or consequences resulting therefrom due to the inherent nature of the transportation business.
- c. Customer, the shipper and the consignee shall hold Tigers and its agents harmless for loss, damage, delay or any monetary losses which are a result of the performance of auxiliary services (services which are performed prior or subsequent to transportation, including, but not limited to, local cartage, crating, uncrating, packing, warehousing, and unpacking) performed or arranged directly by Customer, the shipper or the consignee and not by TIGERS. In the event that auxiliary services are performed by TIGERS or its agents, under no circumstances will the liability of TIGERS for any monetary loss resulting from the performance of such services be greater than the liability contained in these Terms and Conditions.

**9. C.O.D. Shipments**

Collect on Delivery (C.O.D.) service is provided when the amount requested to be collected is included on the shipping Documentation. Customer must specify the type of payment acceptable (cash, check, money order or cashier's check) on the shipping Documentation. Tigers and Customer agree that Tigers does not guarantee or verify that a check, money order, cashier's check or other such financial instrument is valid or negotiable. All payments are collected at Customer's risk. It is agreed and understood that the C.O.D. amount of the Shipment stated on the Documentation or transmitted to Tigers via electronic means, if applicable, does not constitute the declared value of the Shipment.

**10. General Lien and Right to Sell Customer's Property**

Tigers shall have a general and continuing lien on any and all Shipments transported pursuant to these Terms and Conditions of Service for monies owed to Tigers with regard to the Shipment on which the lien is exercised and all prior shipment(s). Tigers shall provide written notice to Customer of its intent to exercise such lien and the exact amount of monies due and owing, including any on-going storage or other charges. Unless, within thirty days of receiving such 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 100% of the value of the total amount claimed by Tigers to be due, in favor of Tigers, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Tigers 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.

**11. No Duty to Maintain Records For Customer**

Customer 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, Tigers 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 Customer.

**12. Compensation of Tigers**

Customer shall be responsible for all charges and expenses incurred or assessed by Tigers in connection with a Shipment and/or its transportation. Amounts due Tigers shall be paid in U.S. dollars, without deduction or offset, within 30 days of the issuance by Tigers of an invoice for such services. Interest will accrue at the rate of 1.5% per month on invoices not paid within such 30-day period. If Tigers refers open invoices to a collection agency or initiates legal action against Customer to collect charges and expenses due to Tigers, Tigers shall be entitled to recover from Customer all expenses of collection and/or litigation incurred by Tigers, including a reasonable attorney fee.

**13. Regulatory Restrictions on Transportation by Air**

- a. The Transportation Security Administration (TSA) considers all cargo tendered for air transportation subject to screening/search by the forwarder, air carrier or the TSA; and requires that Tigers refuse to offer air transportation of any cargo where the shipper/customer does not consent to screening of the cargo. Tigers, its hired carriers and the TSA may conduct screening of cargo. By tendering Shipments to Tigers, Customer is deemed to consent to such screening. Tigers shall not be liable for loss, damage or delay due to opening of cargo, resulting physical inspection or repackaging arising out of any such screening.
- b. 49 USC § 114 authorizes the collection of certain information pertaining to Customer to qualify Customer as or to verify Customer's status as a possible "known shipper." Providing this information is voluntary; however, failure to provide the information will prevent Customer from qualifying as a "known shipper". This information will be disclosed to TSA personnel and contractors or other agents, including independent air carriers (IAC's) in the maintenance and operation of the "known shipper" program. TSA may share the information with airport operators, foreign air carriers, IAC's, law enforcement agencies and others in accordance with the Privacy Act, 5 USC §552a. For additional details, see the system of records notice for the Transportation Security Threat Assessment System

(DHS/TSA 002) published in the Federal Register. Any fraudulent or intentionally false statements or certificate made by Customer may be subject to both civil and criminal penalties under 49 CFR parts 1540 and 1548 and 18 USC § 1001, in addition to any other penalties that may be imposed by applicable laws.

**14. Severability**

In the event any paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then the remainder hereof shall remain in full force and effect. Tigers' decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or any other provision herein.