

TERMS AND CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer." By requesting or accepting goods or services from Company, Customer agrees the following terms and conditions of service ("Terms and Conditions"). 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 Taggart International, Ltd. or Customs and Trade Services, Inc. any of their subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is directly or indirectly rendering service, as well as its principals, 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, holders and assigns of transport documents, storage documents or other commercial documents and other similar parties. It is the sole responsibility of the Customer to provide notice and copy(s) of these Terms and Conditions of Service to all such Persons;
- (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 an "ocean freight forwarder" and a "non-vessel operating common 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".
- (f) "Governmental Party" means any applicable national, state, provincial, district, county, municipality, public corporation or any court, tribunal, department, subdivision, agency or instrumentality of any of the aforementioned.
- (g) "Law" means each present and future law, statute, code rule, regulation, ordinance, rule of law, principle of law, order, decree, judgment, guidance and, or any equivalent enacted, ratified, adopted, promulgated or issued by any Governmental Party and all international conventions ratified by the United States of America or otherwise mandatorily applicable under the laws of the United States of America.
- (h) The terms such as "liability," "responsibility," "obligation" and "requirement" include every duty to pay money, deliver value, provide services, perform act(s), or refrain from performing an act or acts.
- (i) "Person" includes an individual, trust, estate, partnership, limited liability company, association, business or non-profit organization, Governmental Party or any other legal entity.
- (j) "Storage Document" means a warehouse receipt, storage agreement or other document that would evidence the receipt of goods for storage, distribution or other handling, regardless of whether or not such document was actually printed.
- (k) The term "Third Party" includes each of the following, by whomsoever chosen or compensated; carrier, truckman, terminal, terminal operator, railroad, cartman, lighterman, forwarder, ocean transportation intermediary, ocean freight forwarder, non-vessel owning common carrier, customs broker, agent, warehouseman, and each other Person to whom goods are entrusted for transportation, carriage, cartage, drayage, handling, storage, delivery, distribution, customs clearance, entry or any other service or activity.
- (l) "Transport Document" means a bill of lading, waybill, forwarder's cargo receipt, dock receipt, delivery order, pickup order, domestic straight bill, domestic courier label, contract for carriage, intermodal bill of lading or any other document issued by Company evidencing the receipt of goods for carriage.
- (m) Terms such as "includes" and "including" are not limiting. All references to documents include documents in both paper and electronic format, regardless of where stored. The captions in these Terms and Condition are for convenience only. These Terms and Conditions shall be construed without regard to any rule of construction or presumption requiring that they be construed against the Person causing all or part of them to be drafted. If these Terms and Conditions conflict with the Terms of a Company Transport Document or Storage Document issued by Company, the Transport Document or Storage Document controls. If any part of these Terms and Conditions are held invalid or unenforceable in a jurisdiction by a final and non-appealable judgment, the judgment does not affect the validity or enforceability of any other part of these Terms and Conditions in that jurisdiction or of any of these Terms and Condition in another jurisdiction.

2. Company as Agent, Consultant or Carrier.

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 licenses, the filing of export documentation on behalf of the Customer and other dealings with Governmental Parties; or as a Consultant performing a specific scope of work; or except where Company acts as a carrier; otherwise Company acts as in independent contractor.

3. Limitation of Action.

As an additional requirement, any suit to recover on a claim against Company must be commenced within one (1) year after the date of delivery or release of the goods, the date when the goods should have been delivered or released, or the date when any other loss, damage, or expense for any delay first arose. Customer will not make, cause to be made or assist in any public statement that is disparaging to Company, any of its employees, officers, or directors, including, but not limited to, any public statement that disparages the products, services, finances, financial condition, capabilities or other aspect of the Company and doing so makes the Customer liable for liquidated damages. As it is difficult, if not impossible, to determine or quantify the actual damage caused by such public disparagement, the Customer agrees to pay, immediately upon demand, \$25,000 in liquidated damages. It is agreed that this sum is not a penalty, but a reasonable measure of damages that could result for such public disparagement. Notwithstanding any term to the contrary herein, Customer shall not be in breach of this Section for the making of any truthful statements under oath.

- (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 other type, within two (2) years from the date of the 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 select Services, Third Party Logistic Providers, Fourth Party Logistic Providers, Service Providers, Carriers and/or Routes at its sole discretion, or in selecting the means, routes and procedures 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 person or firm 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 any person or firm, or the agent of any person or firm, regardless of whether or not such person or firm is a company related in ownership with Company; all claims in connection with the act of a person or firm shall be brought solely against such person or firm; 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 for said cooperation.

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 and subject to the Company's Rate Quote Disclaimer. No quotation shall be binding upon the Company unless 1) 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 2) payment arrangement is guaranteed and agreed to by the Customer. Any reasonable signal of acceptance of the quotation (oral, written or otherwise) that leads to an engagement for services shall subject the Customer to these Terms and Conditions of Service.

6. Reliance On Information Furnished.

Customer is required to provide, disclose and review for correctness all documents, declarations and information necessary or useful to handle, transport, load, unload, store, clear, enter for Governmental Party purposes, deliver, distribute and otherwise deal with goods, including the commercial invoice, packing list, certificates of origin and any other necessary to support such work that is required by Company to perform its roles. In addition, Customer must provide all such information to enable Company to perform its Customs-related roles, including reasonableness of the dutiable value, weights, measures, number of pieces, packages, cartons or containers, the condition of the goods, and the HTSUS or Schedule B classifications the Customer has provided, country of origin declaration and reporting, genuineness of the goods and any mark or symbol associated with them, Customer's right to export, import and/or distribute the goods, and the admissibility of the goods, pursuant to Law, all in the English languages and in any other language as may be required by the Laws of the country of origin or of destination. Customer acknowledges it must immediately advise Company of any errors, discrepancies, incorrect statements, or omissions in any document or other information that might have impacted work performed by Company on behalf of client. Company has no liability for increased duties, penalties, fines or expenses unless caused by the negligence or other fault of Company, in which case Company's liability is limited by the provisions of Paragraph 9 below. Customer represents and warrants the accuracy, sufficiency and completeness of all documents and information furnished to Company by or for Customer. Company has no duty to inquire into the accuracy, sufficiency or completeness of any document or information and in no instance shall be charged with requesting, finding or using information that Customer fails to give in writing to the proper party. Company may rely on all documents and information furnished to Company. If Customer fails to perform any obligation, Company may use its judgment in connection with the goods. Customer further represents, warrants and covenants that it is and will remain in compliance with all applicable Laws, including anti-corruption Laws, such as the U.S.

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Foreign Corrupt Practices Act (FCPA), the U.S. Export Administration (EAR) administered by the U.S. Commerce Department's Bureau of Industry and Security (BIS); the International Traffic in Arms Regulation (ITAR) administered by the U.S. State Department; the U.S. Anti-Boycott regulations, and various U.S. economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Asset Control (OFAC), and that the information the Customer provides to Company in connection with Customer's compliance with all such applicable Laws is true and complete. Customer shall also comply with all applicable Laws of any country or jurisdiction to, from, through or over which any goods may be carried, including all applicable Laws relating to the marking, packing, carriage, storage, clearance or delivery of the cargo. Customer represents, warrants and covenants that the export jurisdiction and classification of all goods is correct and that it shall notify Company in writing of any changes to such information. Customer further represent, warrants and covenants that all goods are properly marked, addressed and packaged to withstand the rigors of international air, ocean and ground transportation. Company is not liable to Customer for loss, damage, expense or delay, of any kind, due to Customer's failure to comply with these Terms and Conditions. Customer shall indemnify and hold Company harmless against any and all claims, losses or damages arising from the conduct of Customer or any of its offices, directors, employees, agents, owner or other Persons working for or with Customer under these Terms and Conditions that constitutes a violation of the Customer's obligations, representations, warranties and covenants contained herein. Where Company prepares and/or issues a Transport Document or Storage Document, Company has no obligation to specify thereon the number of packages, pieces or cartons or the condition of the cargo. Customer shall use the highest standard of 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 Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company relied, regardless of whether Customer knew or could have known of the incorrectness of the information. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to transport, import, export or enter the goods. Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to vessel operators and other providers. Customer further warrants that it complies with all applicable privacy and data protection laws with respect to personally identifiable information about individual contacts of Customer and clients of Customer ("Customer Data") provide by Customer to Company. Customer warrants it has obtained consent to disclose Customer Data to Company and that Company may use Customer Data for the performance of service and general administrative purposes which may involve communicating Customer Data to others. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or incomplete statements of the weight provided by the Customer or its agent or contractor on which the Company relies and for use of Customer Data.

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 party's 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 Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance. If Company agrees to procure insurance, Company has the right to select the insurance companies and underwriters. The insured shall have recourse against the insurer only and not against Company. Customer is responsible for all of the insurance premium and for Company's charges to arrange for insurance.

9. Disclaimers; Limitation of Liability; Limitation of Actions.

(a) Company has no obligations other than those set forth in these Terms and Conditions or in any Transport Document or Storage Document issued by Company. Except as specifically set forth herein, Company makes no express or implied warranties in connection with its products or services, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose;

(b) Subject to (d) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its grossly negligent acts, which are the sole, direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts or omissions of other 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 said request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

(d) In the absence of additional coverage under (c) above, the Company's liability shall be limited to the following:

(i) where the claim arises from activities other than those relating to Company's Customs brokerage services, the lesser of fifty dollars (US \$50) or the value of the merchandise involved; (ii) where the claim arises from activities involving the Company's Customs brokerage services, the lesser of fifty dollars (US \$50) or the value of the merchandise per entry or the amount of brokerage fees paid to Company for the entry; (iii) where the claim relates to transportation services covered by a Transport Document or the storage, distribution or handling services covered (or should have been covered) by a Storage Document issued by Company, the Company's monetary limits of liability provided for in the Transport Document or Storage Document; or if clauses in (i) or (ii) do not apply, the lesser of fifty dollars (US \$50) per shipment or the commercial invoice value of the shipment. However, the applicable amount of any partial loss, damage, expense or delay shall be adjusted pro rata.

(e) Customer acknowledges that Company and third parties to whom goods are entrusted limit their liability for loss, damage, expense or delay. Customer may obtain an increase in the liability of Company above the limits set forth in Company's Terms and Conditions limits of liability only if Company agrees to the request before it renders any services and the agreement sets forth the limit of Company's liability and the additional compensation received or paid for the added liability. Otherwise, any valuation that Customer places on the goods shall be considered for export or customs purposes only. Customer also acknowledges it can purchase marine cargo insurance to limit its potential loss as well and Customer's decision to do forego such marine cargo insurance purchase shall be considered prima facie evidence that Customer chose to solely accept all risks above the limitation of liability of Company has set forth herein. As a further limitation of Company's liability, Customer agrees that the maximum aggregate of Company's liability to Customer for any charges, claims, damages, liabilities, judgements, costs, expenses, payments or losses of any kind during any calendar year that are not already limited by other provisions of this Paragraph 9, whether or not the same arise out of or relate to services performed by Customer, shall be no more than the lesser of the following (i) ten thousand dollars (US \$10,000), (ii) actual, direct damages; or (iii) the aggregate service charges paid by Customer to Company during the same period. This limitation on maximum liability cannot be amended or increased except by Company Board resolution which must be provided by Customer as evidence it was executed, regardless of any other agreement signed by any corporate officer at any time. As a further limitation of Company's liability, Customer agrees that Company shall in no event be liable or responsible for consequential, indirect, special, incidental, statutory or punitive damages, including lost profits, income or opportunity arising out of the use or inability to use Company's products or services, even if Company has been put on notice of the possibility of such damages or for the acts or omissions of any person, and however arising, including for breach of contract, tort, negligence, willful or intentional acts or omissions. These limitations cannot be amended or increased except by Company Board resolution which must be provided by Customer as evidence it was executed, regardless of any other agreement signed by any corporate officer at any time. The limitations and exclusions in this Paragraph 9 apply even if they cause any remedy otherwise available to fail of its essential purpose and without regard to Company's failure of performance or failure of delay. Customer hereby waives all right and remedies under the Carmack Amendment. Goods entrusted to third parties are subject to all conditions as the Company's and third parties' limitations of liability and conditions as detailed in Transport Documents, Storage Documents, receipts, tariffs, or other documents issued by such Persons. Company has no additional liability for any loss, damage, expense or delay caused by the acts or omissions of third parties.

10. Advancing Money, Payment and Credit Terms.

Company's standard payment terms require receipt of cash before performance of services. Company, in its sole and absolute discretion may extend credit to Customer. The amount and terms of the credit extended are subject to Company's periodic review. Company may, in its sole discretion, increase, decrease, suspend or revoke credit at any time, for any reason and without advance notice. Except to the extent Company agrees otherwise, Company has no obligation to make or incur any expense, guarantee or advance for any purpose.

11. Inspection Consent.

Company may, but shall not be obligated to, inspect any shipment. Cargo items tendered for transportation are subject to security controls by carriers and Government Parties. The Customer expressly agrees and consents to searches, inspections, screening and review of all cargo in accordance with applicable security controls, initiatives, and regulations, including but not limited to, the regulations of the U.S. Transportation and Security Administration.

12. Indemnification/Hold Harmless.

The Customer agrees to indemnify, defend, and hold the Company harmless from all charges, claims, damages, liabilities, judgments, costs, expenses, payments or losses of any kinds, (including for the purchase price, freight, storage, demurrage, detention, duties, taxes, fees, fines, penalties, incidental, indirect, consequential or exemplary damages and Company's litigation and reasonable expenses, including attorney's fees arising from or related to any one or more of the following: (i) any breach of any representation, warranty, covenant, agreement, undertaking, consent (express or implied) or waiver by Customer, (ii) any failure of Customer to pay or perform obligations to Company or to any other Person (including Governmental Party, carrier, vendor, holder or assignee of any Transport Document, Storage Document or other commercial document when due; (iii) Customers' violation of any Law or failure to disclose, correct or complete any entry, export, security or other data or document (iv) any other claim by any such other Person, in

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each case, even if not due to any negligence or other fault of the Customer. If any action, claim, suit or proceeding is brought against Company, Company shall give notice in writing to the Customer by mail to the address on file with Company. At Customer's expense, Company may employ attorneys and other professional of its own choice in connection with any indemnified matter. Customer's indemnity obligation in this paragraph shall not apply to the extent a court of competent jurisdiction enters a final, non-appealable judgment, specifically finding that the charge, claim, damage, liability, judgment, cost, expense, payment or loss was directly, solely and proximately caused by Company's gross negligence or willful misconduct.

13. C.O.D. or Cash Collect Shipments.

Company shall use reasonable care regarding written instructions relating to "Cash/Collect" 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 not liability if the bank or consignee refuses to pay for the shipment.

14. Forfeiture of Discounts and Costs of Collection.

All discounts offered, as indicated on the invoice faces or in any other form or format, are forfeited should Customer fail to comply in all respects with payment terms. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest shall accrue until paid at the higher of two (2) percent per month or the highest rate permitted by law, unless a lower amount is agreed to by Company in writing. If Customer breaches the promise to pay Company in a timely fashion, then the resulting damages would be impracticable or extremely difficult to determine, because of the state of the economy and rapidly fluctuating interest rates. Because of the difficulty in determining the damages resulting from the Customer's failure to pay Company in a timely fashion, the parties agree that, in the event of such a breach, Customer shall pay the sum of two percent per month for all sums due to Company as liquidated damages. In the event, the legal interest rate in the state in which Customer is domiciled is higher, the interest rate in that state shall govern. In the event Customer knew or should have reasonably anticipated filing bankruptcy or files bankruptcy within 180 days of any transaction in which Company is involved, Customer's debt to Company for services rendered shall survive, and be paid to Company prior to all other creditors; whether secured or unsecured creditor. Should company fail in this regard or be unable to pay or a different arrangement be adjudicated by a Court, the members, owners or corporate officers will be held personally liable, and assume the debt of the Customer and render payment immediately without further adjudication on the matter.

15. General Lien, Right To Sell Customer's Property, Sale of Perishable Goods

(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 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 irrevocable 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; without posting bond and without liability to Company; and any net proceeds remaining thereafter shall be refunded to Customer. Perishable goods or live animals for which Customer provides no instructions for disposition may be sold or otherwise disposed of without any notice to Customer, owner or consignee and payment of the net proceeds of any sale after deduction of charges is equivalent to delivery of the goods. If, for any reason, any shipment is refused or remains unclaimed at any place or is returned, the Customer must still pay Company for all charges and expenses in connection with the good. Nothing obligates Company to forward, enter or clear the goods or arrange for their disposal.

16. 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; this limitation cannot be amended or increased except by Company Board resolution which must be provided by Customer as evidence it was executed, regardless of any other agreement signed by any corporate officer at any time., 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 "record keeper" or "record keeping agent" for Customer. Company has no liability for any action taken or fines or penalties assess by Governmental Party because Customer fails to comply with any Law or if Customs fails to exercise reasonable care from a Customs or commercial perspective.

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-entry release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

18. Preparation and Issuance of Bills of Lading.

Where Company prepares and/or issues any 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 and number of pieces supplied by Customer or their agent.

19. Modification or Amendment.

Notwithstanding any course of dealing, course of conduct, course of performance or usage in trade, (i) whenever reference is made to Company's agreement, acceptance, approval or consent when outside these General Terms and Conditions even if not specifically so stated such agreement, acceptance, acceptance or consent is not effective unless it is in writing and signed by Company's President, (ii) neither failure nor delay by Company to exercise any right, remedy, power or privilege operates as a waiver, (iii) no single or partial exercise of any right, remedy, power or privilege by Company precludes any other or further exercise of that right or any other right, remedy, power or privilege, (iv) no amendment, waiver or release of all or part of these Terms and Conditions, any Transport Document, or any Storage Document is effective without Company's specific written approval as detailed in the Paragraph 19. Company change these Terms and Conditions from time to time. The applicable Terms and Conditions can be found at Company's website, <https://www.taggart-intl.com/terms-conditions/>, are effective ten (10) days after such publication and may differ from the pre-printed terms. In the event of a conflict between the Terms and Conditions and the updated version of Company's website in effect on the date that Company commences services, the updated version controls.

The following notice is provided pursuant to 19 CFR Part 111.29(b)(1); If you are the importer of record, payment to the broker will not relieve you of liability for customs charges (duties, taxes, or other debts owed CBP) in the event the charges are not paid by the broker. Therefore, if you pay by check, customs charges may be paid with a separate check payable to the "U.S. Customs and Border Protection" which will be delivered to CBP by the broker.

20. Compensation of Company.

Customers, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of the Company for its services. The Company's charges can be reversed to the responsible parties if a shipment is refused or payment is not made by the original bill-to party. The compensation of the Company for its services and any advances shall be included with and is in addition to the rates and charges of all carriers, agencies and other third parties handling 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. All amounts owed Company must be paid in lawful U.S. currency as specified on Company's invoice in immediately available funds, without abatement, counterclaim, set-off, recoupment and free and clear of, and without any deduction or withholding for, any duties, confiscation, detention, demurrage, chassis-related charges or any other matter. If any amount is not paid when due, it shall accrue interest until paid at the higher of two (2) percent per month or the highest rate permitted by law. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of 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 reasonable attorney fees (including those of in-house counsel).

21. 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. Company's 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 to otherwise waive or invalidate any other provision herein.

22. 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, without giving consideration to principals of conflict of law. All disputes arising hereunder shall be resolved in the State of Florida, Miami-Dade County and no other place. Customer and Company

- (a) irrevocably consent to the jurisdiction of the United States District Court for the Southern District of Florida and the State Courts of Miami-Dade County;
- (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;

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- (c) consent to the exercise of in personam jurisdiction by said courts over it, and
- (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

NOTE: Notwithstanding the foregoing, Customer agrees that Company's claims for collections of money owed may be brought in the State and Federal Courts of Kansas City, Missouri and Customer agrees to submit to personal jurisdiction of those Courts for such claims.