



Terms & Conditions of Service

These are the terms between Ben Federico, Freight Consolidator, Inc hereinafter referred to as the corporation and the customer unless otherwise agreed to in writing.

1. APPLICABILITY OF BILL OF LADING

The following terms and conditions govern the contractual relationship between the corporation and the shipper with respect to the goods. All prior agreements or freight engagements for the shipment of the goods are superseded by the Bill Of Lading. If required by the corporation, a signed original Bill Of Lading, duly endorsed, must be surrendered to the corporation on delivery of the goods. The absence of signatures of either the corporation or Shipper or both shall not affect the applicability or enforceability of this Bill Of Lading. Any Bill Of Lading not presented to the corporation on or before the 180th day after its insurance shall be null and void as a negotiable instrument, and ownership of any cargo covered thereby shall be determined in accordance with applicable law.

2. DEFINITIONS.

(a) The Corporation refers to Ben Federico, Freight Consolidator, Inc who is a licensed ocean freight forwarder and a Nonvessel Operating Common Carrier, on whose behalf this Bill of Lading has been issued.

(b) Ocean Freight Forwarder refers to the corporation and is an entity licensed by the Federal Maritime Commission.

(c) "Customer" shall mean the entity to whom the Corporation is rendering services, 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, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;

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

(e) "Third parties" shall include, but not be limited to, the following: "ocean carriers, motor carriers, lighter men, forwarders, OTIs, customs brokers, surface transportation brokers, agents, warehousemen and others involved with the transportation, cartage, handling and/or delivery and/or storage or otherwise".

(f) "Customers" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading, their Principals and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned person.

(g) "Goods" means the cargo described on the face of this Bill Of Lading and, if the cargo is packed into containers(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well.

(h) "Carrier's container or Carrier's equipment" includes containers or equipment owned, leased or used by the corporation in the transportation of the customer's goods.

(i) "Container" includes any container, trailer, transportable tank, lift van, flat, pallet, drum or any similar article of transport used to consolidate goods.

(j) "Shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description whatsoever, except

cargo shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight and related charges.

3. CORPORATION'S RESPONSIBILITIES.

The Corporation acts as the "agent" of the Customer for the purpose of performing duties in connection with any and all services performed on behalf of the Customer which can include 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 as an ocean marine freight forwarder and the Corporation in no way acts as a carrier. The Corporation performs duties as an ocean freight forwarder.

4. NOTICE REQUIREMENTS AND TIME LIMITATIONS FOR FILING SUIT.

(a) Unless subject to a specific statute, regulation, or international convention, all claims against the Corporation for a potential or actual loss, must be made in writing and received by the Corporation, within 90 days of the event giving rise to claim; the failure to give the Corporation timely notice shall be a complete defense to any suit or action commenced by Customer.

(b) All suits against Corporation must be filed and properly served on the Corporation as follows:

- i. For claims arising out of ocean transportation, within one year from the date of the loss;
- (ii) For claims arising out of air transportation, within one year from the date of the loss;
- ii. For claims arising out of the preparation and/or submission of an import entry(s), within 75 days from the date of liquidation of the entry(s) although it is acknowledged that the custom broker and the importer would have the responsibility for handling any imports;
- iii. For any and all other claims of any other type, within 2 years from

the date of the loss or damage.

- iv. Should this be superseded by state law, then the applicable state statute of limitations shall be effective.

5. NO LIABILITY FOR THE SELECTION OR SERVICE OF THIRD PARTIES AND/ROUTES.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Corporation 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 Corporation 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 Corporation warrants or represents that such person or firm will render such services nor does Corporation 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 Corporation shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Corporation. The Corporation is not a carrier and is no way liable for lost or damaged cargo.

6. QUOTATION NOT BINDING.

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Corporation to the Customer are for informational purposes only and are subject to change without notice. The Customer will be responsible for any difference in charges due and are payable immediately unless credit is extended in writing by the Corporation.

7. RELIANCE ON INFORMATION FURNISHED.

- (a) Customer acknowledges that it is required to review all documents

and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agencies and/or third parties, and will immediately advise the Corporation of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;

(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Corporation 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 ensure the correctness of all such information and shall indemnify and hold the Corporation 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, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Corporation 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.

8. DECLARING HIGHER VALUE TO THIRD PARTIES.

Third parties to whom the goods are entrusted may limit liability for loss or damage; the Corporation will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any fees; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Corporation'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. It is the duty of the customer to request a higher amount of coverage.

9. INSURANCE.

Only if requested to do so in writing and confirmed to Customer in writing will the Corporation attempt to provide insurance to the Customer. Corporation is under no obligation to obtain insurance on Customer's behalf; however if the Corporation does obtain insurance, the Customer shall pay all premiums and costs in connection with procuring requested insurance.

10. DISCLAIMERS; LIMITATION OF LIABILITY.

- (a) Except as set forth in this contract, the Corporation makes no express or implied warranties in connection with its services;
- (b) Except as otherwise provided in the Clause or elsewhere in this Bill Of Lading, in case of any loss or damage to or in connection with cargo exceeding in actual value the equivalent of \$500 lawful money of the United States, container, per package, or in case of cargo not shipped in packages, per shipment unit, the value of the cargo shall be deemed to be \$500 per container, per package, or per shipping unit. The Corporation liability if any, shall be determined on the basis of a value of \$500 per container, per package or per shipping unit or pro rata in case of partial loss or damage, unless the nature of the cargo and valuation higher than \$500 per container, per package or per shipping unit shall have been declared by the customer before the shipment and inserted in this Bill Of Lading and extra freight paid if required. In such case, if the actual value of the cargo per package or per shipping unit shall exceed such declared value, the value shall never the less be deemed to be declared value and The Corporation's liability, if any shall not exceed the declared value.
- (c) The Corporation shall be liable for loss of or damage to the goods (if insured) occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage.
- (d) If it is established that the loss of or damage to the goods occurred during sea carriage or during carriage by land in the United States, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.
- (e) Notwithstanding Section 1 of this Bill Of Lading, if the loss or damage occurred outside of the United States not during sea carriage and it can be proved where the loss or damage occurred, the liability of the corporation in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions:

- i. Cannot be departed from by private contract to the detriment of Customers, and
 - ii. Would have applied if Customers had made a separate and direct contract with the corporation in respect to the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.
 - iii. Where (i) or (ii) above do not apply, any liability of the corporation shall be limited to the amount provided in accordance with Section 10.B of this Bill of Lading.
- (f) If it cannot be determined when the loss or damage to the goods occurred, liability shall be governed as provided in Section 10.C above.
- (g) The corporation does not undertake that the goods shall be delivered at any particular time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay.
- (h) The corporation shall not be liable for any loss, damage, delay or failure in performance hereunder occurring at any time, including before loading on or after discharge from the vessel or during any voyage, arising or resulting from the happening and/or threat and/or after effects of one or more of the following: act of God, act of war, force majeure, quarantine restrictions, embargo, acts of public enemies, thieves, pirates, assailing thieves, arrest or restraint of princes, rulers or people, seizure under legal process, act or omission of Shipper, its agent or representative, strikes or lockouts or stoppage or restraint of labor from whatever cause, partial or general, riots or civil commotions, act, neglect or default of the master, pilots, mariners or other servants of the corporation in the navigation or management of the Vessel, barratry, ice, fire unless caused by the actual fault or privity the corporation, explosion, collision, stranding, perils, dangers and accidents of the sea or other navigable waters, wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods, insufficiency of packing, insufficiency or inadequacy of marks, bursting of boilers, breakage of shafts or any latent defect in hull, equipment, machinery, hawsers or lines, unseaworthiness unless caused by want of due diligence on the part of the corporation to make the vessel seaworthy or to have her properly manned, equipped and supplied, saving or attempting to

save life or property at sea or any deviation in rendering such service, loss of or material damage to the Vessel, or any other similar or dissimilar caused beyond the control of the corporation.

- (i) When the corporation pays claims to Customers, the corporation shall automatically be subrogated to all rights of Customers against all others, including inland carriers, on account of the losses or damages for which such claims are paid.
- (j) The defenses and limits of liability provided for in this Bill Of Lading shall apply in any action or claim against the corporation relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.
- (k) In connection with all services performed by the Corporation, Customer may obtain additional liability coverage that provided in paragraph 9 (c) below, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Corporation prior to rendering services for the covered transaction(s).
- (l) In the absence of additional coverage under (b) above, the Corporation's liability shall be limited to the following:
 - (i) Where the claim arises from activities other than those relating to customs business, \$50.00 per shipment or transaction.
 - (ii) If there should be a customs issue, it is specifically understood by the customer that the Company does not provide brokerage services and cannot be held liable for any dispute with Customs.
 - (iii) Although denied that it is in any way acting as a customs broker, its liability on any customs related matter shall be limited to \$50.00 per shipment.
- (m) The Corporation nevertheless shall not be liable or responsible for consequential, indirect, incidental, statutory or punitive damages.

11. HINDRANCES AFFECTING PERFORMANCE

- A. The Corporation shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery.
- B. If at any time the performance of this contract as evidenced by the Bill of Lading in the opinion of the Corporation is or will be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind, including strike, and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of the Corporation to complete the performance of the contract, Corporation, whether or not the transport is commenced, may without notice to the Customers elect to: (i) treat the performance of this contract as terminated and place the goods at Customer's disposal at any place the Corporation shall deem safe and convenient, or (ii) deliver the goods at the place delivery.

In any event, the Corporation shall be entitled to, and Customers shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

- C. If, after storage, discharge, or any actions according to sub-part B above, the Corporation makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Customers without any liability whatsoever in respect of such agency.
- D. The Corporation, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship howsoever given, by actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order,

direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contract of carriage and shall not be a deviation.

12. CARRIERS' CONTAINERS

If goods are not received by the corporation already in containers, the corporation may pack these goods in any type of container. Customers shall be liable to the carrier for damage to the carrier's containers or equipment if such damage occurs while such equipment is in control of the Customers or his agents. Customers indemnifies carrier for any damage or injury to persons or property caused by carrier's containers or equipment during handling by or when in possession or control of Customers.

13. CONTAINER LOADED BY CUSTOMER/AGENT

If the corporation receives the goods already packed into containers:

- A. This Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. The corporation accepts no responsibility with respect to the order and condition of the content of the containers;
- B. Customers warrants that the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnifies the corporation for any injury, loss or damage caused by breach of this warranty;
- C. Delivery shall be deemed as full and complete performance when the containers are delivered by the corporation with the seals intact; and
- D. The corporation has the right but not the obligation to open and inspect the containers at any time without notice to Customers, and expenses resulting from such inspections shall be borne by Customers; and
- E. Customers shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use.

14. UNLOADING BY THE CUSTOMER

Where a cargo unit is to be unpacked or unloaded by the customer or its agent, consignee or its shall promptly unpack or unload such cargo unit and take delivery of its contents, irrespective of whether the goods are damaged or not, the corporation shall not be liable for loss or damage caused to the goods by or during such unpacking or unloading.

When containers, can, trailers, transportable tank, flat palletized unit, and all other packages (all hereinafter referred to generically as "cargo unit") are not packed or loaded by the corporation such cargo unit shall be deemed shipped as "Shipper's weight load and count". The corporation has no reasonable means of checking the quantity, weight, condition or existence of the contents thereof and does not represent the quantity weight condition or existence of such contents as furnished by the shipper and inserted in this Bill Of Lading to be accurate and shall not be liable for non-receipt or misdescription of such contents the corporation shall have no responsibility or liability whatsoever therefor or the packing, loading, securing and/or stowage of contents such cargo units or for loss or damage caused thereby or resulting therefrom or for the physical suitability or structural adequacy of such cargo units property to contain their contents.

15. DANGEROUS GOODS

- i. Customer may not tender goods of a dangerous nature without written application to the corporation and the corporation's acceptance of the same. In the application, Customer must identify the nature of the goods with reasonable specificity as well as the names and addresses of the shipper and consignees.
- ii. Customer shall distinctly and permanently mark the nature of the goods on the outside of the package and container in a form and manner as required by law and shall submit to the corporation or to the appropriate authorities all necessary documents required by law or by the corporation for the transportation of such goods.
- iii. If the goods subsequently, in the judgement of the corporation, become a danger to the corporation, the ship, or other cargo, the corporation may dispose of the goods without compensation to the

Customer and the Customer shall indemnify the corporation for any loss or expenses arising from such action.

16. HEAVY LIFT

- A. Single packages with a weight exceeding 2,240 pounds gross not presented to the corporation in enclosed containers must be declared in writing by the Customer before receipt of the packages by the corporation. The weight of such packages must be clearly and durable marked on the outside of the package in letters and figures not less than two inches high.
- B. If the Customer fails to comply with the above provisions, the corporation shall not be liable for any loss or damage to the goods, persons or property, and the Customer shall be liable for any loss of or damage to persons or property resulting from such failure and the Customer shall indemnify the corporation against any loss or liability suffered or incurred by the corporation as a result of such failure.
- C. The Customer agrees to comply with all laws or regulations concerning overweight containers and the Customer shall indemnify the corporation against any loss or liability suffered or incurred by the corporation as a result of the Customer's failure to comply with such laws or regulations.

17. CHANGE OF SCHEDULE

The carriers' sailing schedules are subject to change without notice both as to the sailing date and date of arrival. If this is a Through Bill Of Lading, no carrier is bound to transport the shipment by any particular train, truck, aircraft, vessel or other means of conveyance or in time for any particular market or otherwise, No carrier shall be liable for delay and any carrier shall have the right to forward the goods by substitute carrier.

18. THE CORPORATION'S TARIFFS

The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) published pursuant to the regulations

of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporate herein as part of the terms and conditions of this Bill of Lading. Copies of the corporation's tariffs may be obtained from the corporation or its agents, the address of which is set forth at-give information on Tariff Company on the U.S. Federal Maritime Commission's website at www.fmc.gov.

19. NO VALUABLE

Shipper agrees not to ship blank bills, coins or currency, deeds, drafts, notes or valuable paper of any kind, jewelry other than costume or novelty jewelry, postage stamps or letters or packets of letters with or without postage stamps affixed, United States Postal Service mail of any class, precious metals or articles manufactured therefrom, precious stones, revenue stamps, antiques, or other related or unrelated old, rare or precious articles of extraordinary value.

20. PERISHABLE CARGO

A. Goods of a perishable nature shall be carried in ordinary containers without special protection, service or other measures unless there is noted on the reverse side of this Bill Of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. The Corporation shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or container, provided that the Corporation shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.

B. The Customer undertakes not to tender for transportation any goods that required temperature setting of the thermostatic control before receipt of the goods by the Corporation. In case of refrigerated containers packed by or on behalf of the Customer, The Customer warrants that the goods have been properly stowed in the container and that the thermostatic controls have been adequately set before

receipt of the goods by The Corporation.

- C. The Customer's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. The Corporation shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation.
- D. If the above requirements are not complied with, The Corporation shall not be liable for any loss of or damage to the goods whatsoever.

21. BOTH-TO-BLAME COLLISION CLAUSE

If the ship comes into collision with another vessel as a result of the negligence of the other vessel and any negligence or fault on the part of the carrier or its servants or subcontractors, The Customer shall indemnify The Corporation against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever the customer paid or payable by the other or non-carrying vessel or her owners to the customer and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

22. RUST

It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent in the nature of the goods, and acknowledgment of receipt of the goods in apparent good order and condition is not representation that such conditions or rust, oxidation and the like did not exist on receipt.

23. PAYMENT.

All charges must be paid by the Customer in advance, unless the Corporation 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 Corporation.

24. INDEMNIFICATION/HOLD HARMLESS.

The Customer agrees to indemnify, defend, and hold the Corporation harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customer's merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Corporation harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Corporation 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 Corporation, it shall give notice in writing to the Customer by mail or hand delivery at its address on file with the Corporation.

25. C.O.D. or CASH COLLECT SHIPMENTS.

Corporation 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 not have liability if the bank or consignee refuses to pay for the shipment. Any additional costs shall be the responsibility of the customer.

26. COSTS OF COLLECTION.

In any dispute involving monies owed to Corporation, the Corporation shall be entitled to all costs of collection, including but not limited to reasonable attorney's fees, court costs, investigative costs and all other damages as allowable under the laws of the State of Florida and the United States.

27. GENERAL LIEN AND CONTRACTUAL LIEN RIGHT TO SELL CUSTOMER'S PROPERTY.

(a) Corporation shall have a general and contractual lien on any and all property of Customer coming into Corporation's actual or constructive possession or control for money owed to Corporation with regard to the shipment on which the lien is claimed, a prior shipment(s) as allowable by contract and law and/or both;

(b) Corporation 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 Corporation'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 Corporation, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Corporation 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.

(d) The failure to make payment could give way to liens by other parties with whom the transportation was coordinated and booked.

28. 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, the Corporation shall only keep such records that it is required to maintain by law.

29. OBTAINING BINDING RULINGS, FILING PROTESTS, ETC.

Unless requested by the Corporation in writing and agreed to by the Corporation in writing, Corporation 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. The Corporation is only acting as an ocean freight forwarder and in no way is it acting as a custom house broker. The custom house broker, the customer, and/or the importer are responsible for this.

30. INFORMATION ON BILL OF LADING.

Where Corporation prepares and/or submits information and/or documentation to be used on a bill of lading, the Corporation 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, Corporation shall rely upon and use the cargo weight supplied by Customer.

31. AMENDMENTS TO AGREEMENT.

These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Corporation.

32. COMPENSATION OF CORPORATION.

The compensation of the Corporation 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 Corporation to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Corporation from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Corporation 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 Corporation, upon recovery by the Corporation, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

33. FORCE MAJEURE.

Corporation shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its

responsibilities under the Agreement, resulting from circumstances beyond the control of either the Corporation or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts.

34. SEVERABILITY

In the event any section of this agreement shall be found to be invalid and/or unenforceable, the remainder hereof shall remain in Full force and effect. Corporation'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.

35. JURISDICTION AND VENUE.

The state and federal courts of Miami-Dade County, Florida shall have exclusive jurisdiction over any dispute arising from the carriage evidenced by this Bill of Lading. The Customer and The Corporation each hereby agree to the personal jurisdiction of the forum having jurisdiction over their disputes under this clause. Except as otherwise provided in this Bill Of Lading, the laws of the United States including but not limited to the carriage of goods by Sea Act and the Harter Act and the State of Florida where applicable shall apply to this agreement

36. PREPRATION OF THE AGREEMENT:

Both sides have had an opportunity to review this agreement and it is not deemed to have been prepared by either the Corporation or the Customer.

37. HEADINGS.

The headings are for informational purposes and are of no legal significance.

38. Internet.

This agreement is posted on the Internet and such posting shall be notice of the terms and conditions of the services provided by The Corporation.