

## 1. Scope.

- 1.1. Any and all logistics services provided by Keystone Int'l Logistics, Inc., its sister, holding or associated companies (hereinafter collectively referred to as the "Company") to the "Customer" shall be subject to these Standard Terms and Conditions.
- 1.2. The Standard Terms and Conditions apply to any and all services provided by the Company unless the Company and the Customer expressly negotiate different terms by concluding a separate contract.

## 2. Third Party Services.

- 2.1. Unless the Company carries, stores or otherwise physically handles the shipment, and loss, damage, expense or delay occurs during such activity, the Company assumes no liability as a carrier and is not to be held responsible for any loss, damage, expense or delay to the Goods to be forwarded or imported except as provided in Paragraph 8 and subject to the limitations of Paragraph 9 below, but undertakes only to use reasonable care in the selection of carriers, truckers, ground handlers, forwarders, customs brokers, agents, warehousemen, lightermen and others to whom it may entrust the Goods for transportation, cartage, handling and/or delivery and/or storage or otherwise.
- 2.2. When the Company carries, stores or otherwise physically handles the Goods, it does so subject to the limitations of Paragraph 9 below, unless a separate air waybill, CMR, bill of lading, or other contract of carriage is issued by the Company, in which event the terms thereof shall govern.

## 3. Liability Limitations of Third Parties.

- 3.1. The Company is authorized to select and engage carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the Goods, all of whom shall be considered the agents of the Company, and the Goods may be entrusted to such agencies subject to all conditions as to limitations of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in air waybills, bills of lading, CMR, other transport documents, receipts or tariffs issued by such carriers, truck men, lightermen, forwarders, customs brokers, agents, warehousemen, and others.
- 3.2. The Company shall under no circumstances be liable for any loss, damage, expense or delay to the Goods for any reason whatsoever when said Goods are in the custody, possession or control of third parties selected by the Company to forward, enter, clear, transport or render other services with respect to such Goods.

## 4. Communication

- 4.1. The Customer warrants that each and every of the Instructions given to the Company is lawful, valid and performable.
- 4.2. The Customer warrants that the information provided to the Company concerning the Goods is sufficient and correct.
- 4.3. Any instructions provided by the Customer to the Company will be valid only if given in writing, acknowledged by the Company in writing and given in sufficient time in all the circumstances for the Company reasonably to be able to adopt the instructions.

- 4.4. Instructions provided by any means other than email, or instructions given late, even if received by the Company without comment, shall not be binding upon the Company. No attempt by the Company to adopt late instructions will constitute an acceptance by the Company or affect the validity of those instructions.
- 4.5. Notwithstanding any prior dealings between the Company and the Customer or any rule of law or equity or provision of any statute or regulation to the contrary, or any contracts, documents and other matter (including cash, cheques, bank drafts and other remittances) sent to the Company through the post shall be deemed not to have been received by the Company unless and until they are actually delivered to the Company at its office address or placed in the Company's post office box, if so addressed.
- 4.6. Except under special arrangements previously made in writing, the Customer warrants that the Goods are not the dangerous Goods as defined under binding documents such as laws, regulations, international conventions, nor are other Goods likely to cause damage. Should the Customer nevertheless deliver any such Goods to the Company or cause the Company to accept or handle or deal with any such Goods otherwise than under special arrangements previously made in writing, the Customer shall be liable for all expenses, losses, damages whatsoever caused, fines and claims in connection with the Goods howsoever arising. The Company or other persons in actual control of the Goods has the right to decide whether the Goods are dangerous Goods without notice to the Customer and shall be entitled to destroy or otherwise dispose of the Goods at the risk and expenses of the Customer.

## 5. Choosing Routes, Carriers, Agents.

- 5.1. Unless express instructions in writing are received from the Customer, the Company has complete freedom in choosing the means, routes, carriers and procedures to be followed in the handling, transportation and delivery of the Goods.

## 6. Quotations Not Binding.

- 6.1. Quotations as to fees, rates of duty, freight charges, insurance fees or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

## 7. Declaring Higher Valuation.

- 7.1. Inasmuch as truckers, carriers, warehousemen and others to whom the Goods are entrusted (collectively "The Third Parties") usually limit their liability for loss or damage unless a higher value is declared and the charge based on such higher value is accepted by any such Third Party, the Company must receive specific written instructions from the Customer to pay such higher charge based on valuation and any such Party, must accept such higher declared value; otherwise the valuation placed by the Customer on the Goods shall be considered solely for export or customs purposes and the Goods will be delivered to the Third Party subject to the limitation of liability set forth herein in paragraphs 9-10 below with respect to any claim against the Company and subject to the provisions of paragraph 1 above.

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**8. Cargo Insurance.**

- 8.1. The Company will make reasonable efforts to affect marine, theft and other insurance upon the Goods only after specific written instructions have been received by the Company from the Customer in such sufficient time prior to shipment from the point of origin, and at the same time the written instructions from the Customer specifically states the kind and amount of insurance to be placed.
- 8.2. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to the Company by the Customer, or that the shipment was insured under a policy in the name of the Company.
- 8.3. Insurance premiums and the charge of the Company for arranging the same shall be at the Customer's expense.

**9. Limitation of Liability.**

- 9.a. The Company follows the Industry Standard Maximum Liability of \$500 per shipping article for shipments to and from the USA and the World. With Minimum \$55 Per Each of the following documents shipment.

Each of Airway bill issue

Each of Bill of Lading issue

Each of USA domestic Delivery Order issue.

- 9.b. All Bills of Lading are NON-NEGOTIABLE and have been prepared by the enrolled Customer or by the Company as Customer's agent on behalf of the Customer and shall be deemed, conclusively, to have been prepared by the Customer and to bind Customer. Any unauthorized alteration or use of Bills of Lading or tendering of shipments to any carrier other than that designated by the freight forwarder, or the use of any Bill of Lading not authorized or issued by the freight forwarder shall VOID the Company's obligations to make any payments relating to this shipment and VOID all rate quotes.
- 9.1. The Customer agrees that the Company shall only be liable for any loss, damage, expense or delay to the Goods resulting from the negligence or other fault of the Company; such liability shall be limited to an amount not exceeding two (2) SDR per kilogram of gross weight of the Goods damaged or lost and maximum of seventy (70) SDR per shipment or the fee(s) charged for the services, provided that, in the case of partial loss, such amount will be adjusted pro rata;
- 9.2. Where the Company issues its own air waybill, CMR, bill of lading or other transport documents and receives freight charges as its compensation, the Customer has the option of paying a special compensation and increasing the limit of the Company's liability up to the shipment's actual value; however, such option must be exercised by written agreement, entered into prior to any covered transaction(s), setting forth the limit of the Company's liability and the compensation received;
- 9.3. In instances other than in (9.2) above, unless the Customer makes specific written arrangements with the Company to pay special compensation and declare a higher value and the Company agrees in writing, liability is limited to the amount set forth in (9.1) above.
- 9.4. The Customer agrees that the Company shall, in no event, be liable for consequential, punitive, statutory or special damages in excess of the monetary limit provided for above.

**10. Presenting Claims.**

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- 10.1. In order to bring a claim for damages, loss or delay against the Company or any third party engaged by the Company, the Customer will present the claim to the Company in writing within three (3) calendar days of receipt of the shipment containing Customer's property or following the provision of other logistics services.
  - 10.2. Failure to provide the Company with such notice will constitute the Customer's acceptance of the Customer's property on time and in a condition satisfactory to the Customer.

### 11. Indemnification.

- 11.1. In the event that a carrier, agent, broker, other person or any governmental agency makes a claim or institutes legal action against the Company for freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of Goods of the Customer, the Customer agrees to indemnify and hold the Company harmless for any amount the Company may be required to pay such carrier, agent, broker, other person or governmental agency together with reasonable expenses, including attorney fees, costs and expenses incurred by the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer.
- 11.2. The confiscation or detention of the Goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due promptly on demand.

### 12. General Lien on Any Property.

- 12.1. The Company shall have a general lien on any and all property (and documents relating thereto) to the Customer, in its possession, custody or control or engage route, for all claims for charges, expenses or advances incurred by the Company in connection with any shipments of the Customer.
- 12.2. In case any claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Company may sell at public auction or private sale, upon ten (10) days written notice to the Customer, the property, as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Company.
- 12.3. Any surplus from such sale shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale.

### 13. Pricing and Payment.

- 13.a. All charges are payable in US Dollars and are due and payable thirty (30) days from the date of the Company Invoice, billing and any payment which is past due shall be subject to an additional charge at the rate of 1-1/2% per month of the average outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. All funds received by the freight forwarder will be applied to the oldest (based on pick-up date) invoiced Bill of Lading that is outstanding. Overpayments do not accrue interest and are subject to the Law of the Commonwealth of New York. In the event the freight forwarder retains an attorney or collection agency to collect unpaid charges or for the enforcement of these TERMS AND CONDITIONS, all unpaid charges will be subject to a late payment penalty of 20% and the Customer shall also be liable for all attorneys and collection agency fees incurred, together with related costs and expenses.
- 13.1. Rates and charges for the carriage of the shipment shall be based on actual, volumetric, pivot weight or other applicable chargeable weight, whichever is greater.
- 13.2. The Customer shall tender payment to the Company immediately upon booking the shipment, unless the Company in its discretion determines to extend credit to the Customer.
- 13.3. The Customer shall pay to the Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim or set-off.

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- 13.4. On all amounts overdue to the Company, the Company shall be entitled to interest calculated on a daily basis from the date such accounts are overdue until payment thereof at 0.5% per day during the period that such amounts are overdue.
- 13.5. The Customer shall absorb their own currency losses and own bank charges on remittance.

**14. Force Majeure.**

- 14.1. The Company shall not be liable for any delay in the performance or non-performance, in whole or in part, by the occurrence of any contingency beyond the reasonable control of the Company, including, but not limited to, fires, floods, weather, labor trouble, strikes, break-downs, riots, embargoes, the regulation, order, or requirement of any government, wars (whether or not an actual declaration thereof is made), hostilities, warlike operations, failure or delay in transportation caused by fire, flood, or act of any government or any agency or subdivision thereof, affecting conditions of these Agreement or otherwise, judicial action, accident, explosion, storms or other acts of God.
- 14.2. Any such delay shall excuse the Company from performance and Company's time for performance shall be extended for the period of delays and for a reasonable period thereafter.

**15. Burden of Proof.**

- 15.1. The Customer shall provide the Company with complete, accurate and timely information in writing, regarding the Goods to be transported or stored.
- 15.2. The Company shall not be liable for damages, which have been caused due to indications, notifications or instructions orally furnished by the Customer, unless the same have been confirmed by him in writing.
- 15.3. The Customer shall indemnify, defend and hold harmless the Company and the subcontractors, their officers, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorney fees and other expenses arising out of or caused by incomplete, inaccurate and/or untimely information being provided by the Customer to the Company and/or the subcontracts regarding the Goods to be transported or stored.

**16. Non-disclosure of Information.**

- 16.1. The Parties agree and understand that they have or may gain confidential and proprietary information and trade secrets (the "Confidential Information") of the other party during the term of this Agreement.
- 16.2. The Parties agree that all Confidential Information of one Party known or obtained by the other shall be kept confidential and shall not be disclosed or permitted to be disclosed to any third party without prior written authorization from the other Party or unless otherwise required by law.
- 16.3. For purposes of this provision, Confidential Information shall include, but not be limited to, technical information including computer software and systems, report formats, pricing and financial information, and management information systems.

**17. Applicable Jurisdiction**

- 17.1. These Terms and Conditions shall be governed by, and construed in accordance with the laws of the United States of America.
- 17.2. Nothing in this clause or Contract limits the right of any Party to bring proceedings against the other in connection with these Terms and Conditions in any other court of competent jurisdiction, inside or outside of the United States of America, or, to the extent allowed by law, concurrently in more than one jurisdiction.