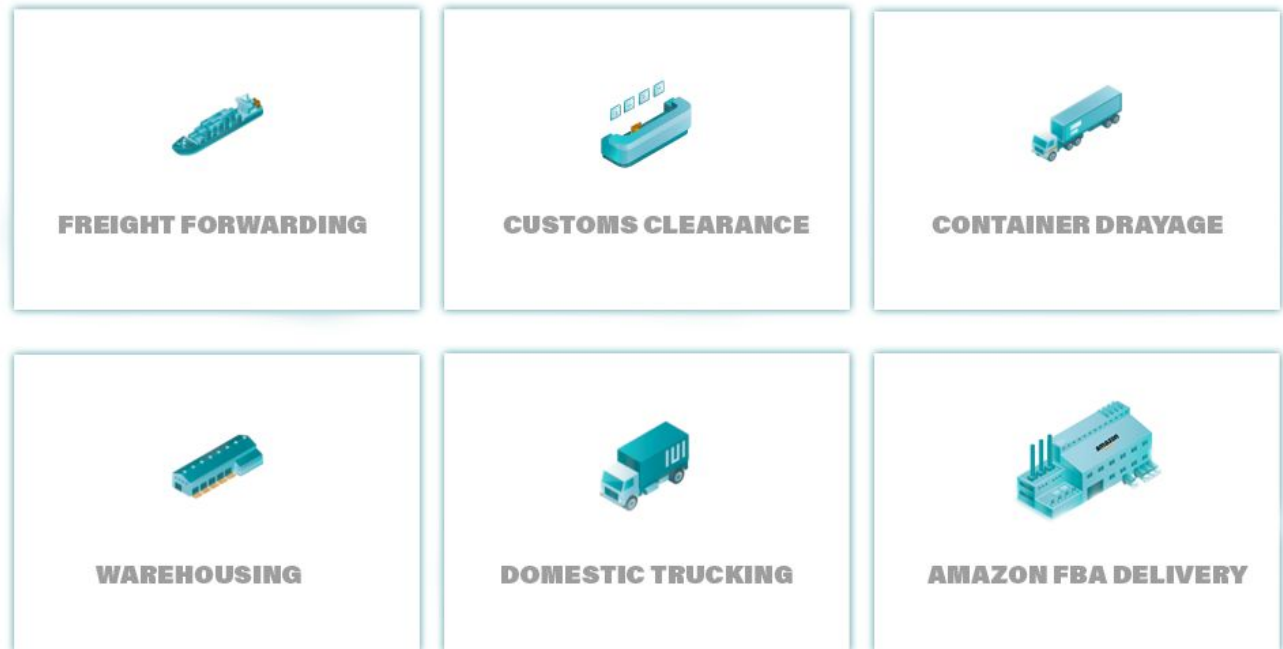


Welcome Package & Reference Guide



THE TACTICAL ADVANTAGE

Tactical Logistic Solutions is a full-service global logistics solutions provider, the company specializes in providing cost-effective and efficient end-to-end logistics solutions. As specialists in retail distribution, fulfillment, and transportation, Tactical plays a vital role in your supply chain. Delivering product and information quickly and accurately. Tactical can tailor an integrated solution for all your business needs.'



info@tacticallogistic.com / www.tacticallogistic.com
WAREHOUSING / FULFILLMENT / TRANSPORTATION

Welcome to Tactical Logistic Solutions!

Thank you for trusting us to be your logistics partner. We're looking forward to beginning this journey with you. Whether you are using our end-to-end supply chain model or distributing your products from a Tactical warehouse—we are prepared to provide solutions that will reduce your supply chain overhead, so you can focus on maximizing your business' success.

To help you get acquainted, we've allocated all the resources you need in this guide.

Again, thank you for being our valued partner,

Abraham Ausch

Abraham Ausch

President & CEO

Important Forms

Before we are able to process your shipments, we will need the following forms signed:

- Credit Application
- Power of Attorney
- ACH Application
- Cargo Insurance (Optional)
- Terms and Conditions Agreement

You can find these forms in the following section. Please review the documents, and sign as soon as possible. For any questions regarding the forms, please contact Yoysett Gonzalez. Email: yoysett@tacticallogistic.com

Phone: 201-809-1222 ext. 206.

Important Contact Information

Chief Logistics Officer

Ephraim Ausch - ephraim@tacticallogistic.com

For invoice, billing, or credit inquiries

Mitch Guzelgul - CFO - mitchg@tacticallogistic.com

Vivian Ephraim - Accounts Payable/Receivables - vivian@tacticallogistic.com

Ocean Operations

Yoysett Gonzalez - Import/Export Operations - yoysett@tacticallogistic.com

Warehouse-Amazon Department

Heather Ventola - Customer Service Manager - heather@tacticallogistic.com

Elizabeth Moreno - Customer Service Representative - amazon@tacticallogistic.com

Moshe Halberstam - Amazon Deliveries - moshe@tacticallogistic.com

Marketing, Webinars, Partnerships

Maria Guerrero - Marketing Manager - mariag@tacticallogistic.com

CORPORATE HEADQUARTERS

Tactical Logistic Solutions, Inc.
1000 Jefferson Ave,
Elizabeth, NJ 07201
Phone: 201-809-1222

CALIFORNIA OPERATIONS

Tactical Logistic Solutions, Inc.
13799 Monte Vista Ave,
Chino, CA 91710
Phone: 909-222-1944



Credit Application Form

BUSINESS CONTACT INFORMATION			
Company name		Date business commenced	
Contact Name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	
Phone Fax			
E-mail			
Registered company address City, State ZIP Code		Credit Line Requesting (\$)	
		EIN #	

BUSINESS AND CREDIT INFORMATION			
City, State ZIP Code		Bank name:	
How long at current address?		Primary business address City, State ZIP Code	
Phone		Phone	
Fax		Account number	
E-mail		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other

BUSINESS/TRADE REFERENCES			
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
		Other	

AGREEMENT

All invoices are to be paid 30 days from the date of the invoice.
 Claims arising from invoices must be made within seven working days.
 By submitting this application, you authorize Tactical Logistic Solutions Inc to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES			
Signature		Signature	
Name and Title		Name and Title	
Date		Date	

Import/Export Power of Attorney Instructions

Please read carefully and use the following instructions to complete the POA form.

1. Type or print your company's IRS#. If importing under a Customs assigned ID number, that number must appear on the POA.
2. Check the appropriate category of business.
3. Type or print the full name of the individual, partnership, corporation, sole proprietorship or Limited Liability Company.
4. Enter the category checked in (2).
5. Type or print the state in which your business resides or is incorporated.
6. Type or print the primary or corporate business address, including city and state.
7. Enter the date until which the POA is to remain valid. For partnerships, the POA's validity is limited to a period not to exceed two years from the date of execution. If you do not enter a date the authorization will remain valid until you revoke it or, in the case of partnerships, two years from execution.
8. Type or print the name of the person duly authorized to execute the POA.
 - a. Corporations: a corporate officer empowered to grant POA on behalf of the corporation. If this person is other than a corporate officer, a Delegation of Authority must accompany the POA.
 - b. Partnership: any partner authorized to execute the POA. POAs for Partnerships and Limited Partnerships or LLP's must be accompanied by a copy of the partnership agreement.
 - c. Individual or Sole Proprietorship: the person named in (3) above.
9. Original signature for the individual listed in (8). Please sign in blue ink.
10. Enter signatory's title
11. Enter the signature date which will be the POA's effective date.
12. Enter the name of the individual listed in (8).
13. Enter the company name as listed in (3).
14. Original signature for the individual listed in (8). Please sign in blue ink.
15. Enter signatory's title.

Please reach out to Tactical Logistic Solutions with any questions you may have on completing the Power of Attorney.

The original signed Power of Attorney should be forwarded to our office at:

**Tactical Logistic Solutions
1000 Jefferson Avenue
Elizabeth, NJ 07201**

Customs Power of Attorney

Designation as Forwarding Agent and Acknowledgement of Terms and Conditions

(1)
IRS# _____

Check Appropriate Box (2) Corporation LLC Individual Partnership LLP Sole Proprietorship

KNOW ALL MEN BY THESE PRESENTS:

That, (3) _____ "Grantor") doing business as a (n)

(Identify) (4) _____ under the laws of the State of (5) _____, residing or having a
(Full name of the individual, partnership, corporation (as it appears on corporate records))
(Insert one (Corporation, LLC, Individual, Partnership, LLP,)) (state in which you reside or are incorporated)

principle place of business at (6) _____
(Complete address at which you conduct business, including city and state)

The U.S. principal party in interest ("USPPI") hereby constitutes and appoints Tzippy Freund DBA Quick Release. and its heirs, assigns, officers, employees, and/or specifically authorized agents (collectively "Grantee") to act for and on its behalf as a true and lawful agent and attorney of the Grantor for and in the name, place and stead of said Grantor, from this date, in the Customs port of (all), United States (the "customs territory"), either in writing, electronically, or by other authorized means, to:

Make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in the customs territory, shipped or consigned by or to said Grantor;

Perform any act or condition, which may be required by law or regulation in connection with such merchandise deliverable to said Grantor; to receive any merchandise;

Make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or to swear to any statement or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs;

Sign, seal, and deliver for and as the act of said Grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unloading or navigation of any vessel or other means of conveyance owned or operated by said Grantor, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits or statements in connection with the entry of merchandise;

Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unloading, or operation of any vessel or other means of conveyance owned or operated by said Grantor; Authorize other Customs Brokers duly licensed within the territory to act as Grantor's agent; to receive, endorse and collect checks issued for Customs duty refunds in Grantor's name drawn on the Treasurer of the United States; if the Grantor is a nonresident of the United States, to accept

service of process on behalf of the Grantor;

And generally to transact Customs business, including filing of claims or protests under section 514 of the Tariff Act of 1930, or pursuant to other laws of the territories, in which said Grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney;

Giving to said agent and attorney full power and authority to do anything whatever requisite necessary to be done in the premises as fully as said Grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents;

This power of attorney to remain in full force and effect until _____ or until notice of revocation in writing is duly given to and received by grantee

If Grantor is a Partnership, signatory certifies that he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all general partners of the partnership on a separate addendum to this document. If Grantor is a Limited Partnership, signatory shall also provide a copy of the limited partnership agreement with this instrument.

Grantor acknowledges receipt of **Tzippy Freund DBA Quick Release**. Terms and Conditions of Service governing all transactions between the Parties.

IN WITNESS WHEREOF, the said _____
(Full name of the person duly authorized to execute the POA)

Has caused these presents to be sealed and signed: (Signature) _____
(Sign the POA: Signature must belong to the individual above)

(Capacity) _____ Date _____
(Enter signatory's title.) (Signature Date)

METHOD OF PAYMENT ADVISORY STATEMENT

In accordance with 19 CFR 111.29, the following paragraph explains your rights regarding method of payment of Customs charges: If you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs and Border Protection charges (duties, taxes or other debts owed Customs and any additional Other Government Agencies) in the event the broker does not pay the charges. Therefore, if you pay by check, Customs and Border Protection and Other Government Agency charges may be paid with a separate check payable to the "U.S. Customs Service" which shall be delivered to Customs and Border Protection by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks

CORPORATE CERTIFICATION ATTACHED

If other than a corporate officer, a Delegation of Authority must accompany the POA (19 CFR 141.37)

Company Phone Number: _____

Company Email Address: _____

Authorizes the Customs Broker to transmit its bill of services and copies of the Customs entry documents and related documents (CBP-7501 or other documents used to make entry, commercial invoices, etc.) through Grantor's freight forwarder.

In accordance with Customs Regulations 19 CFR 111.36 I ⁽¹²⁾ _____
The Importer or record, hereby waives the requirement that The Customs Broker "**Tzippy Freund DBA Quick Release.**" to Provide our company ⁽¹³⁾ _____
with a copy of the entry documents or the company's bill for service for each entry prepared and filed on our behalf. I understand that such documents will be provided to the freight forwarder who will in turn provide such documents to our company.

I also specifically authorize "**Tzippy Freund DBA Quick Release.**" to provide such documents to the freight forwarder with no liability for such release as set forth in 19 CFR 111.24.

No part of this agreement or any other agreements forbids or prevents direct communication between the importer or other party in interest and the Customs Broker

(14)
Signature
(15)
Signatory's Title _____

CUSTOMS POWER OF ATTORNEY

Designation as Forwarding Agent and Acknowledgement of Terms and Conditions

IRS# _____
(EIN or SSN as applicable)

Check Appropriate Box Corporation LLC Individual Partnership LLP Sole Proprietorship

KNOW ALL MEN BY THESE PRESENTS:

That, J and C Ecom LLC "Grantor") doing business as a (n)
(Full name of the individual, partnership, corporation (as it appears on corporate records)

(Identify) LLC under the laws of the State of New York, residing or having a
Insert one (Corporation, LLC, Individual, Partnership, LLP.) (state in which you reside or are incorporated)

principle place of business at 3254 Cedar Hurst Dr, NY, NY 12345
(Complete address at which you conduct business, including city and state)

The U.S. principal party in interest ("USPPI") hereby constitutes and appoints **Tzippy Freund DBA Quick Release**, and its heirs, assigns, officers, employees, and/or specifically authorized agents (collectively "Grantee") to act for and on its behalf as a true and lawful agent and attorney of the Grantor for and in the name, place and stead of said Grantor, from this date, in the Customs port of (all), United States (the "customs territory"), either in writing, electronically, or by other authorized means, to:

Make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in the customs territory, shipped or consigned by or to said Grantor;

Perform any act or condition, which may be required by law or regulation in connection with such merchandise deliverable to said Grantor; to receive any merchandise;

Make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or to swear to any statement or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs;

Sign, seal, and deliver for and as the act of said Grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unloading or navigation of any vessel or other means of conveyance owned or operated by said Grantor, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits or statements in connection with the entry of merchandise;

Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unloading, or operation of any vessel or other means of conveyance owned or operated by said Grantor;

Authorize other Customs Brokers duly licensed within the territory to act as Grantor's agent; to receive, endorse and collect checks issued for Customs duty refunds in Grantor's name drawn on the Treasurer of the United States; if the Grantor is a nonresident of the United States, to accept service of process on behalf of the Grantor;

And generally to transact Customs business, including filing of claims or protests under section 514 of the Tariff Act of 1930, or pursuant to other laws of the territories, in which said Grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney;

Giving to said agent and attorney full power and authority to do anything whatever requisite necessary to be done in the premises as fully as said Grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents;

This power of attorney to remain in full force and effect until _____ or until notice of revocation in writing is duly given to and received by grantee

If Grantor is a Partnership, signatory certifies that he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all general partners of the partnership on a separate addendum to this document.

If Grantor is a Limited Partnership, signatory shall also provide a copy of the limited partnership agreement with this instrument.

Grantor acknowledges receipt of **Tzippy Freund DBA Quick Release**, Terms and Conditions of Service governing all transactions between the Parties.

IN WITNESS WHEREOF, the said John S Smith

Has caused these presents to be sealed and signed: (Signature) [Signature]
(Sign the POA; Signature must belong to the individual above)

(Capacity) CEO Date 10/17/2020
(Enter signatory's title) (Signature date)

METHOD OF PAYMENT ADVISORY STATEMENT

In accordance with 19 CFR 111.29, the following paragraph explains your rights regarding method of payment of Customs charges: If you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs and Border Protection charges (duties, taxes or other debts owed Customs and any additional Other Government Agencies) in the event the broker does not pay the charges. Therefore, if you pay by check, Customs and Border Protection and Other Government Agency charges may be paid with a separate check payable to the "U.S. Customs Service" which shall be delivered to Customs and Border Protection by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks

CORPORATE CERTIFICATION ATTACHED

If other than a corporate officer, a Delegation of Authority must accompany the POA (19 CFR 141.37)

Company Phone Number: _____

Company Email Address: _____



CARGO INSURANCE

Thank you for shipping with Tactical Logistic Solutions. We appreciate your business and want to provide the highest quality service at all times. Please be assured that while every effort is made to ensure the safe delivery of your goods, sometimes loss and/or damage does occur.

Tactical Logistic Solutions role and what you will recover should a loss occur

Shipping by Ocean

While Tactical Logistic Solutions arranges for the transportation of your goods, by law, it is the carrier who bears responsibility for loss or damage to your freight. The carrier's liability for freight moving over the ocean is governed by the Carriage of Goods by Sea Act (COGSA). Under the terms of COGSA, the most you could recover from shipping lines in the event they are proven negligent is \$500 for each customary freight unit (CFU). Measurement of the CFU is widely defined, and it can vary from one container to one pallet.

COGSA is centered on the liability of the carrier. At the heart of the concept of the carrier, liability is the idea that the carrier is not responsible for paying claims if they did not cause or contribute to the loss. In the event that Tactical Logistic Solutions acts as an NVOCC and assumes carrier liability, recovery in the event of a claim is still limited by COGSA in the bill of lading terms and conditions.

In an effort to better define carrier liability, Hague-Visby rules were created to define 17 circumstances under which the carrier cannot be held liable. If a loss is caused by any one of the following defenses; the ocean carrier will not pay for any part of the loss.

- Any neglect default of error of the carrier in navigation or of management of the ship
- Fire
- Perils or dangers of the sea (storms etc.)
- Act of God
- Act of War
- Act of public enemies
- Arrest, restraint or seizure
- Defects not discoverable by due diligence
- Quarantine restrictions
- Acts or omissions of the shipper or owner
- Strikes, lockouts or labor shortage
- Riots or civil commotions
- Inherent defect, quality or vice of the goods
- Attempting to save life or property at sea
- Insufficient packing

Shipping by Air

Air carriers limit their liability in a similar fashion as ocean carriers. Under the Montreal Convention, carriers will pay 19 SDRs (about \$28) per kilogram only if it can be proven they were negligent. Once again, the burden of proof is on the shipper, and it is often difficult to prove that the carrier was at fault.

How Can You Protect Yourself?

“All Risk” Shipper's Interest Coverage provides the owner of the cargo with coverage for direct physical loss or damage to the cargo without the need to prove liability. If a loss occurs; you will be paid directly and any recovery possible from the carrier will be handled by our subrogation specialists.

Advantages of Insuring Your Cargo Through Tactical Logistic Solutions Policy

- Covered Losses are paid without the need to prove carrier negligence. After your loss is paid, we work with the carriers to ensure your historical losses are minimized.
- No need to demonstrate where the loss occurred
- Claim payments based on insured value, not the weight of pieces missing/damaged or Carrier's limited liability
- Tactical Logistic Solutions will report and handle claims on your behalf

Please tell us how you would like to proceed

- I wish to insure this shipment. Please contact me to discuss my options.**
- I do not wish to insure this shipment and I understand that my recovery will be limited in the event of loss

Signature, Title/Date

Printed Name

Terms & Conditions of Service

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". 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. "Company" shall mean Tactical Logistic Solutions, Inc. its subsidiaries, related companies, agents and/or representatives;

(a) "Customer" shall mean the person for which the Company is 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, 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;

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

(c) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";

(d) "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".

2. Company as agent. 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 and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services, both domestically and internationally, or other logistics services in any capacity other than as a carrier.

3. Limitation of Actions.

(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 seventy-five 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 year from the date of the loss;

(ii) For claims arising out of brokering domestic motor carrier transportation, within **two years** from the date of loss;

(iii) For claims arising out of air transportation, within two years from the date of the loss;

(iv) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five days from the date of liquidation of the entry(s);

(v) For any and all other claims of any other type, within one year 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 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 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 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 Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

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; no quotation shall be binding upon the Company unless 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 payment arrangements are agreed to between the Company and the Customer.

6. 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 Agency and/or third parties, and will immediately advise the Company 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, delivery orders and/or other required data, the Company 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 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, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company 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.

(c) 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 the steamship lines. 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 questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.

(d) Customer acknowledges that it is required to advise Company in advance of its intention to tender hazardous material goods and that it will otherwise comply with all federal and international hazardous material regulations.

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 therefore; 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.

9. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth in these terms and conditions, Company makes no express or implied warranties in connection with its services;

(b) Customer may obtain insurance coverage for cargo loss or damage, 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 Company prior to rendering services for the covered transaction(s).

(c) In all events, the Company's liability shall be limited to the following:

(i) where the claim arises from activities other than those relating to customs business, \$50 per shipment or transaction, or

(ii) where the claim arises from activities relating to "Customs business," \$ 50 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;

(d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.

(e) With respect to domestic transportation, Company shall not be liable for a motor carrier's failure to maintain insurance or for the accuracy of any documentation furnished by a motor carrier to Company or Customer evidencing said coverage.

10. Advancing Money. All charges must be paid by Customer in advance unless the Company 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 Company.

11. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers 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 Company 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 Company 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 Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. 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 not have liability if the bank or consignee refuses to pay for the shipment.

13. Costs of Collection. 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 at 18% per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.

14. General Lien and Right to Sell Customer's Property.

(a) Company shall have a continuing lien on any and all property and documents relating thereto of Customer coming into Company's actual or constructive possession, custody or control or en route, which lien shall survive delivery, for all charges, expenses or advances owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Customs duties, transportation charges, and related payments advanced by the Company shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which the Company is acting as a mere conduit.

(b) Company 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 Company'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 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 and any net proceeds remaining thereafter shall be refunded to Customer.

15. 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 Company shall only keep such records that it is required to maintain by Statute(s) and/or

Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

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

17. No Duty to Provide Licensing Authority. Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.

18. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a 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 supplied by Customer.

19. No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

20. Compensation of Company. The compensation of the Company 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 Company to transport and deal with 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. 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 a reasonable attorney fee.

21. Force Majeure. Company 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 Company or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, tornado, 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.

22. 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.

23. 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 New Jersey without giving consideration to principles of conflict of law. Customer and Company:

- (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of New Jersey;
- (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
- (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.