NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable and in most cases limit the liability of the Carrier in respect of loss of, damage or delay to cargo. Depending on the applicable regime, and unless a higher value is declared, liability of the Carrier may be limited to 17 Special Drawing Rights per kilogram or 250 French gold francs per kilogram, converted into national currency under applicable law. Carrier will treat 250 French gold francs to be the conversion equivalent of 17 Special Drawing Rights unless a greater amount is specified in the Carrier's conditions of carriage.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:

CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage.

SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund.

WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;

that Convention as amended at The Hague on 28 September 1955;

that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be.

MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

2. 2.1 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.

2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:

2.2.1 applicable laws and government regulations;

2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:

2.2.2.1 limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;

2.2.2.2 claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;

2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;

2.2.2.4 rules about Carrier's right to refuse to carry;

2.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.

3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.

4. For carriage to which neither the Warsaw Convention nor the Montreal Convention applies, Carrier's liability limitation shall not be less than the per kilogram monetary limit set out in Carrier's tariffs or general conditions of carriage for cargo lost, damaged or delayed, provided that any such limitation of liability in an amount less than 17 SDR per kilogram will not apply for carriage to or from the United States.

5. 5.1 Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.

5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

6. 6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

7. 7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.

7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:

7.2.1 in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and

7.2.2 in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.

9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorised by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.

10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.

10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:

10.1.1 in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;

10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.

10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.

10.2 Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.

10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.

10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.

12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

Bill of Lading Terms and Conditions

1. For all purposes under this bill of lading

(a) "carrier" is understood to include the following companies:

CONSOLIDATOR INTERNATIONAL CONTAINER SERVICE, U.S. GROUP CONSOLIDATOR, INC. & USG LOGISTICS INC.

The ship her owner "Master" operator oemise chartered and if bound thereby the time chartered and any substitute Carrier whether the owner operator chartered or Master shall be acting as carrier or bailee.

- (b) "Ship" means the ocean vessel on which the goods are shipped and any substitute ship and any craft fighter or other means of conveyance used owned, chartered or operated by the carrier in the performance of the contract of carriage evidenced by this bill of lading.
- (c) "Shipper" means the person named as such in this bill of lading and the person for whose account the goods are shipped.
- (d) "Consignee" means the holder of the bill of lading properly endorsed and the receiver and the owner of the goods.
- (e) "charges" means freight and all expenses and money obligations incurred and payable by the goods shipper consignee or any of them.

The following are the exceptions, limitations, conditions and liberties referred to on the face of this bill of lading.

2. Carrier shall transport the goods or packages received from the Shipper said to contain goods herein above mentioned from the port of loading with liberty to process via any route or any port or ports within the scope of the voyage to the port of discharge or so near thereto as the ship can safely get and leave always afloat at all stages and conditions of water and whether and there to be delivered or transhipped on payment of the charges there on if the goods in whole or in part are shut out from the ship named on the reverse side thereof for any cause or having been loaded are discharged for any purpose at a port other than the named port of discharge the Carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship of the line of said ship or at Carrier's option of any other line Cargo may be landed on docks or placed in lighters at intermediate ports for the purpose of restowing the cargo or loading other cargo.

3. It is agreed that the custody and carriage of the above goods are subject to all of the terms of this bill of lading which shall govern the relations between the Shipper, Consignee and the Carrier in every contingency wherever and whenever occurring and also in the event of deviation or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently. None of the terms of this bill of lading shall be deemed to have been waved by the Carrier unless by express waiver signed by a duly authorized agent of the Carrier.

4. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America approved April 16 1936 which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act the Carrier shall be entitled to avail itself of all rights or immunities provided for in said Carriage of Goods by Sea Act although the contract of carriage evidence by this bill of lading is not for the Carriage of Goods by Sea to or from ports of the United States. The Carrier's responsibility in respect of the goods as a carrier shall not attach until the goods are actually loaded for transportation upon the ship and shall terminate without notice as soon as the goods leave the ship's tackle at the Port of Discharge from Ship or other place where the Carrier is authorized to make delivery or end its responsibility. Any responsibility of the Carrier in respect of the goods attaching prior to such loading or continuing after leaving the ship's tackle as aforesaid shall not exceed that of an ordinary bailee and in particular the Carrier shall not be liable for loss of damage to the goods due to flood, fire as provided elsewhere in this bill of lading failing or collapse of wharf pier or warehouse robbery, theft or pilferage, strikes, lockouts or stoppage or restraint of labor from whatever cause whether partial or general any of the risks and causes mentioned in paragraphs (a), (c) to (i) inclusive and (k) to (p), inclusive of subdivision 2 of section 4 of the Carriage of Goods by Sea Act of the United States or any risks or causes whatsoever not included in the foregoing and whether like or unlike those hereinabove mentioned where the loss or damage is not due to the fault or neglect of the Carrier Provided that when the place of delivery set forth herein is an inland point the responsibility of the Carrier with respect to transportation to and from the sea terminal ports will be as follows:

- (a) Between points in Europe
  - (1) If by road – in accordance with the Convention on the Contract for the International Carriage of Goods by Road dated 19th May 1956 (hereinafter called "CMR")
  - (2) If by rail – in accordance with the International Agreement on Railway Transports dated 25th February 1951 (hereinafter called "CIM")
  - (3) If by air – in accordance with the Convention for the Unification of certain Rules relating to International Carriage by Air signed Warsaw 12th October 1939 as amended by the Hague Protocol dated 20th September 1955 (hereinafter called "Warsaw Convention")
- (b) Between points in the USA – to procure transportation by carriers (one or more) authorized by competent authority if required to engage in transportation between such points and such transportation shall be subject to the Inland carriers usual contracts of carriage or tariffs as they may be applicable to such service even though the terms of such usual contracts of carriage or tariffs may be less favorable than the terms in the Ocean Bill of Lading. The Carrier guarantees the fulfilment of such inland carriers obligations under their contracts and tariffs.
- (c) Between points in countries other than the USA and other than Europe (irrespective whether or not the CMR, the CIM or the Warsaw Convention apply in such countries) – to transport the goods
  - (1) If by road – in accordance with the CMR
  - (2) If by rail – in accordance with the CIM
  - (3) If by air – in accordance with the Warsaw Convention

Provided further that the Carrier's liability for loss of or damage to the goods shall in no event exceed $500 lawful money of the United States per package or in case of goods not shipped in package per customary freight unit as is more fully set forth in paragraph 23 below and subject to the provisions of that paragraph.

And provided further that insofar as this is not repugnant to any law of the USA and/or to any other national law or International Convention (including CMR, CIM and the Warsaw Convention) which cannot be departed from by private contract prevailing in the country where it can be proved that the loss of damage occurred the Carrier shall not be liable for loss or damage arising or resulting from:

- (a) the wrongful act or neglect of the Shipper and/or Consignee
- (b) compliance with the instructions of the Shipper and/or Consignee
- (c) any cause of event which the Carrier could not avoid and the consequence whereof if could not prevent by the exercise of reasonable diligence including but not limited to the acts of God, acts of war, riots and other indifferent causes.
- (d) fire during carriage, by sea of inland waterways (unless caused by the actual fault or privity of the Carrier by sea or inland waterways)
- (e) the act neglect or default of the Carriers, manner, pilot or the servants of the carrier by sea or inland waterways in the navigation or management of the ship.
- (f) the lack or insufficiency or the defective condition of packing in the case of goods which by their nature are liable to wastage or to be damaged when not packed or when not properly packed.
- (g) defect of the container, transportable tank, flat or pallet supplied by or on behalf of the shipper.
- (h) handling, loading, stowage or unloading of the goods by the Shipper or Consignee.
- (i) inherent vice of the goods.
- (j) insufficiency or inadequacy of marks or numbers of the goods, containers, transportable tanks, flats, pellets, cases or coverings if supplied by or on behalf of the shipper.
- (k) strikes or lockouts or stoppage or restraint of labor from whatever cause whether partial or general.
- (l) any other cause arising without the actual fault or privity of the Carrier or without the fault or neglect of the agents or servants of the Carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the Carrier nor the fault or neglect of the agents or servants of the Carrier contributed to the loss or damage.
- (m) failure to deliver in accordance with marks unless such marks have been clearly and durably stamped or marked by the shipper before shipment upon the goods of packages, in letters and numbers not less than two inches high together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery to the various consignees of goods of like character in proportion to any apparent shortage, loss of weight or damage. Loss or damage to goods in bulk stowed without separation from other goods in bulk of like quality shipped by either the same or another shipper shall be divided in proportion among the several shipments.
- (n) non-delivery or mis-delivery or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier.

5. The Carrier shall be entitled to the full benefit of and right to all limitation of or exemptions from liability authorized by any provisions of Section 4281 to 4286 both numbers inclusive of the Revised Statutes of the United States and amendment thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply.

6. As to services incident to though transportation the Carrier undertakes to procure such services as necessary. All such services will be subject to the usual contracts of the persons providing the services. The Carrier guarantees the fulfillment of the obligations of such persons under the pertinent contracts.

7. When the goods have been damaged or lost during through transportation and it cannot be established in whose custody the goods were when the damage or loss occurred the damage or loss shall be deemed to have occurred during the sea voyage and The Hague Rules shall apply as set forth in The International Convention for the Unification of Certain Rules Relating to Bills of Lading dated 25th August 1924.

8. Arrival times are not guaranteed by the Carrier. The Carrier does not accept responsibility for any direct or indirect loss or damage sustained by the Shipper and/or Consignee through delay unless the Carrier is liable for consequences of any delay under any laws statutes, agreement or Convention of a mandatory nature.

9. No servant or agent of the Carrier or any independent contractor sub-carrier or stevedore employed by the Carrier to carry out any of its obligations hereunder shall in any circumstances whatsoever be under any greater liability to the Shipper and/or Consignee than the Carrier for any loss damage or delay howsoever caused to the goods, but shall be entitled to the benefit of every exemption limitation condition and liberty herein contained in favor of the Carrier. For the purpose of this provision, all such persons shall be deemed to be parties to the contract evidenced by this bill of lading made on their behalf by the Carrier.

10. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not also ports in or out of the advertised geographical usual or ordinary route or order even though in proceeding hereto the ship may call beyond the port of discharge or in a direction contrary thereto or return to the original port or depart from the direct or customary rout and includes all canals straits and other waters. The ship may call at any port for the purpose of the current voyage or of a prior or subsequent voyage. The ship may omit calling at any port or ports whether scheduled or not and may call at the same port more than once may for matters occurring before loading the goods known or unknown at the time of such loading and matters occurring after such loading either with or without-the-goods or passengers on board and before or after proceeding toward the port of discharge adjust compasses dry/dock with or without cargo aboard go on ways or to repay yards shift berths make trial trips or tests take fuel or stores remain in port with or without pilots tow and be towed and save or attempt to save life or property and all of the foregoing are included in the contract voyage.

11. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage which in the judgement of the Carrier is likely to give rise to risk of capture seizure detention damage delay or disadvantage to or loss of the ship or any part of her cargo to make it unsafe imprudent or unlawful for any reason to commence proceed on or continue the voyage or to enter or discharge the goods at the port of discharge or to give rise to delay or difficulty in arriving discharging at or leaving the port of discharge or the usual or agreed place of discharge in such port the Carrier may before loading or before the commencement of the voyage require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon failure to do so may warehouse the goods at the risk and expense of the goods or the Carrier whether or net proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there may discharge the goods into depot lazaretto craft or other place or the ship may proceed or return directly or indirectly to or stop at any part of place whatsoever as the Carrier may consider safe or advisable under the circumstances and discharge the goods or any part thereof at any such port or place or the Carrier may retain the cargo on board until the return trip or until such time as the Carrier thinks advisable and discharge the goods at any place whatsoever as herein provided or the Carrier may discharge and forward the goods as provided elsewhere herein at the risk and expense of the goods. Under all of the aforesaid circumstances the Carrier shall not be requited to give notice of discharge of the goods or the forwarding thereof and when the goods are discharged from the ship as provided in this paragraph they shall be all their own risk and expense such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinabove provided the Carrier shall be entitled to a reasonable extra compensation.

12. The Carrier may in its discretion and as part of the contract voyage in order to secure dispatch for the ship at port of discharge of transhipment of the goods proceeds thence with the whole or any portion of the goods on board and discharge the same on the return trip or subsequent voyage or discharge the same at any other port and thence carry or forward the same at Carrier's convenience to destination at ship's expense but at risks of shipper and consignee in either case subject in other respects to the provisions of this bill of lading in case of transportation by the Carrier or of the usual bill of lading of any other carrier performing the same.

13. The Carrier shall have liberty to comply with any orders or directions as to loading departure arrival routes ports of call stoppages discharge destination delivery or other wise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof by any committee or person having under the terms of war risk insurance on the ship the right to give such orders on direction. Delivery or other disposition of the goods in accordance with such orders or directions shall be fulfillment of the contract voyage. The ship may carry contraband explosives munitions warlike store hazardous cargo and may sail armed or unarmed and with or without convoy.

In addition to all other liberties herein the Carrier shall have the right to withhold delivery of reship to deposit or discharge the goods at any place whatsoever surrender or dispose of the goods in accordance with any direction condition or agreement imposed upon or exacted from the Carrier by any government or department thereof or any person purposing to act with the authority of either of them in any of the above circumstances the goods shall be solely at the risk and expenses of the Shipper and/or Consignee and all expenses and charges so incurred shall be payable by anyone of the same and shall be a lien on the goods.

14. Unless otherwise stated herein the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the Carrier shall not be concluded as to the correctness of marks number quantity weight gauge measurement contents nature quality on value. Single pieces or packages exceeding 4,480 lbs in weight shall be liable to pay extra charges if any in accordance with tariff rates in effect at time of shipment for loading, handling trans-shipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The Shipper and the goods shall also be liable for and shall indemnify the Carrier in respect of any injury, loss or damage arising from Shipper's failure to declare and mark the weight of any such piece of package or from inadequate or improper description of the goods or from the incorrect weight of any such piece or package having been declared or marked thereon from failure fully to disclose the nature and character of the goods, from insufficiency of packing or from any other act fault or neglect of the shipper, his agents or his servants.

15. Carrier may containerize any goods Containers may be stowed on deck or under deck and when so stowed shall be deemed for all purposes to be stowed under deck. Special containers with refrigeration or heating units shall not be furnished unless contracted for in writing at the time of booking Carriage of containers under deck is guaranteed only when the bill of lading is stamped for under deck carriage.

16. Goods may be stowed in poop forecastle deck house shelter deck, passenger space or any other covered in space commonly used in the trade and suitable for the carriage of goods and when so stowed shall be deemed for all purposes to be stowed under deck in respect of goods carried on deck all risks of loss or damage by parties inherent in such carriage shall be borne by the shipper or the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the Carrier shall have the benefit of all and the same rights immunities exemptions and limitations as provided for in Section 4 Sub-Division 2 (a) to (p) inclusive of the aforesaid U.S.Carriage by sea Act Specially heated or specially cooled stowage is not to be furnished unless contracted for at an increased freight rate Goods or articles carried in any such compartment are at the sole risk of the owner thereof and subject to all the conditions exceptions and limitations as to the Carrier's liability and other provided of this bill of lading and further the Carrier shall not be liable for any loss or damage occasioned by the temperature risks of refrigeration defects or insufficiency in or accidents to or explosion breakage derangement or failure of any refrigerator plant or part thereof or by or in any material or the supply or use thereof used in the process of refrigeration unless shown to have been caused by negligence of the Carrier from liability for which the Carrier is not by law entitled to exemption.

17. If the Ship comes into collision with another ship as a result of the negligence of the other ship and any act neglect of default of the Carrier manner pilot or the servants of the Carrier in the navigation or in the management of the ship the Shipper and/or Consignee will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Shipper and/ or Consignee paid or payable by the other or non-carrying ship or her owners to the Shipper and/or Consignee and set-off recouped or recovered by the latter or non-carrying ship or her owners as part of their claim against the carrying ship or carrier. The foregoing provisions shall also apply where the owners operators or those in charge of any ship or objects other than or in addition to the colliding ships or objects are at fault in respect of a collision or contact.

18. General average shall be adjusted stated and settled according to York Antwerp Rules 1950 except Rule XII thereof at such port of place as may be selected by the Carrier and as to matters not provided for by these Rules according to the laws and usages at the Port of New York in such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship Average agreement of bond and such additional security as may be required by the Carrier must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may seem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon shall it required be made by the goods shippers consignees or owners of the goods to the Carrier before delivery and be placed in trust account in a bank in the joint names of the Carrier and of Trustees designated by the adjuster concerned. Notwithstanding anything herein before contained such deposit shall at the option of the Carrier be payable of United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds of credit balances if any shall be paid in United States Money in the event of accident danger or disaster before or after commencement of the voyage resulting from any cause whatsoever whether due to negligence or not for which or for the consequence of which the Carrier is not responsible by statute contract or otherwise the goods the shipper and the consignee jointly and severally shall contribute with the Carrier in general average to the payment of any sacrifics losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier salvage shall be paid for as fully and in the same manner as if such salving ship or ships belong to strangers.

19. Whenever the Carrier may deem if advisable or in any case where the goods are destined for ports or places at which the ship does not call and particularly but not exclusively where the Port of Discharge from Ship and Destination of the Goods named average are not the same the Carrier may without notice but at its own expense forward the whole or any part of the goods before or after loading at the original port of shipment or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods by water by land or by air or by any combination thereof whether operated by the Carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of goods. The Carrier may delay forwarding awaiting a vessel or conveyance in its own service or with which it has established connections.

The carriage by any trans-shipping or forwarding carrier and all transhipment of forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading freight note contract or other shipping document used at the time by such carrier whether issued for the goods or not and even though such terms may be less favorable to the Shipper or Consignee than the terms of this bill of lading and may contain more strongest requirements as to notice of claim of commencement of suit and may exempt the on-carrier from liability for negligence. The Shipper expressly authorizes the Carrier to arrange with any such trans-shipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation of limitation herein Pending or during trans-shipping the goods may be stored ashore of afloat at their risk and expense. Any increase in freight for in carriage from the Port of Discharge from Ship over the rate prevailing at the time of the engagement evidenced by the bill of lading which latter rate has been used in computing the freight charges on this shipment shall be a charge upon the goods and shipper and consignee shall be liable therefore.

20 The port authorities are hereby authorized to grant general order for discharging immediately upon arrival of the ship and the Carrier without giving notice either of arrival or discharge may discharge the goods directly as they come to hand at or onto any wharf craft or place that the Carrier may select and continuously Sundays and holidays included at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be if the place of delivery herein designated is the port of discharge delivery of the goods shall be received by the consignee directly from ship's tackle as the goods come to hand in unloading or as soon as available if discharged on Carrier's wharf. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft or other loading or discharging place. All lighter-age and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for it the goods are not take away by the Consignee by the expiration of the next working day after the goods at his disposal the goods may at Carrier's option and subject to Carrier's lien be sent to store or warehouse or be permitted to be where landed but always the expense and risk of the goods. The responsibility of the Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The Carrier shall not be required to give any notification of disposition of the goods.

21. The goods shall be liable for all expenses of mending cooperage bailing or reconditioning of the goods or packages and gathering of loose contents of packages also for any payment expense fine dues duty, tax, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier or the ship in connection with the goods however caused including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents failure of the Shipper to procure consular. Board of Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port of place of any act or omission of the Shipper or Consignee.

22. Freight shall be payable on actual gross intake weight or measurement or at Carrier's option on actual gross discharged weight or measurement Freight may be calculated on the basis of the particulars of the goods furnished by the Shipper herein but the Carrier may at any time open the packages and examine weight measure and value the goods in case Shipper's particulars are found to be erroneous and additional freight is payable the goods shall be liable for any expense incurred for examining weighing measuring and valuing the goods. Full freight should be paid on damaged or unsound goods. Full freight hereunder to port of discharge named herein shall be considered completely earned on shipment whether the freight be stated or intended to be prepaid or to be collected at destination and the Carrier shall be entitled to all freight and charges due hereunder whether actually paid or not and to receive and retain them irrevocably under all circumstances whatsoever and/or cargo lost or not lost of the voyage broken up or abandonment. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset counterclaim or deduction in the currency of the port of shipment, or at Carrier's option in the currency of the port of discharge at the demand rate of New York exchange as quoted on the day of the ship's entry at the Custom House of her port of discharge. The Carrier shall have lien on the goods, which shall survive delivery for all charges due hereunder and may enforce this lien by public or private sale and without notice. The Shipper and the Consignee shall be jointly and severally liable to the Carrier for the payment of all charges and or the performance of the obligations of each of them hereunder.

23. In case of any loss or damage to or in connection with goods exceeding in actual value $500 lawful money of the United States per package or in case of goods not shipped in packages per customary freight unit the value of the goods shall be deemed to be $500 per package or per unit on which basis the freight is adjusted and the Carrier's liability if any, shall be determined on the basis of a value of $500 per package or per customary freight unit or pro rata in case of partial loss or damage unless the nature of the goods and a valuation higher than $500 shall have been declared in writing by the Shipper upon delivery to the Carrier and inserted in the bill of lading and extra freight paid if required and in such case if the actual value if the goods per package or per customary freight unit shall exceed such declared value the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Whenever the value of the goods is less than $500 per package or other freight unit. Their value in the calculation and adjustment of claims for which the Carrier may be liable snail for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value plus freight and insurance to the extent that they are paid and irrecoverable irrespective of whether any other value is greater or less.

24. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of the discharge or at such other place where the Carrier is authorized to make delivery before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in the bill of lading if the loss or damage is not apparent the notice must be given within three days of the delivery. The Carrier shall not be liable upon any claim for loss or damage unless written particulars of such claim shall be received by the Carrier within thirty days after receipt of the notice herein provided for.

25. In any event the Carrier shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods of the date when the goods should have been delivered. Suit shall not be deemed brought until jurisdiction shall have been obtained over the Carrier and/or the ship by service of process or by an agreement to appear.

26. To avoid or alleviate prevention or delays in prosecution or completion of the voyage the Carrier has liberty and is authorized by the Shipper and/or Consignee to agree with the representatives of any government to submit the goods to examination at any place or places whatsoever and to delay delivery of the same until any restriction asserted by any governmental authority shall have been removed.

The Carrier may put the goods in store ashore or afloat at the risk and expense of the Shipper and/or Consignee the same pending examination, and thereupon the Carrier's responsibility shall end. Any damage or deterioration occasioned by such examination or by delay and other risks of whatsoever nature shall by solely for account of the Shipper and/or Consignee. All expenses incurred by the Carrier in relation to such detention of the goods shall be paid by the Shipper and/or Consignee.

27. Cargo skids and labor on quay are to be provided by ship's agent for account of Consignee at current rates, and any cargo which may be ordered for delivery into fiscal deposits must be taken by an official cartman appointed by the agent of the ship, at current rates for account and risk of Consignee.

28. If any bagged or baled goods are landed slack or torn receive and/or Consignee shall accept its proportion of the sweepings Ship not responsible for loss of weight in bags or bales torn, mended or with sample holes.

29. All cargo is subject to stowage in holds and handling in quantities along with other cargo, working and pressure and the like, and the rate of freight is adjusted with reference to such handling and stowage. Goods shall not be required to be stowed according to provisions of the French stowage of Goods Act of December 1, 1983.

30. If the Carrier makes a special agreement whether by stamp hereon or otherwise to deliver the goods hereby receipted for at a specified dock of wharf at the port of discharge, such agreement shall be construed to require the Carrier to make delivery at such specified dock or wharf only if, in the sole judgement of the Master the ship can safely under her own power, proceed to lie at and return from said dock of wharf always afloat at any time of tide and only if such dock of wharf is available to the ship immediately the ship is ready to discharge the goods in the event such specified dock of wharf is unavailable as above provided the goods may be discharged at or onto any wharf, craft or place that the Carrier may select. All other provisions of this bill of lading shall apply whether the goods are discharged at a specified dock or wharf or elsewhere.

31. All agreements or freight engagements for the shipmant of the goods are superseded by this bill of lading, and all its terms, whether written, typed stamped or printed are accepted and agreed by the Shipper to be binding as fully as if signed by the Shipper, any local customs or privilege to the contrary notwithstanding. Nothing is this bill of lading shall operate to limit or deprive the Carrier of any statutory protections or exemptions from or limitations or liability. If required by the Carrier, one signed bill of lading duly endorsed must be surrended to the agent of the ship at the port of discharge in exchange for delivery order.

32. It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to Shipper or Consignee of the goods or to any holder of this bill of lading for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this paragraph, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this paragraph the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be deemed to be parties to the contract in or evidenced by the bill of lading.

33. All agreements on freight engagements for the shipment or the goods are superseded by this bill of lading. If required by this Carrier, a signed original bill of lading duly endorsed must be surrendered to the Carrier on delivery of the goods.

34. If it shall be considered by the Carrier at any time that the performance of this contract may subject the Ship her crew and cargo or other transport to any hindrance, risk, delay, difficulty or disadvantage of whatever kind, the Carrier shall be entitled, whether or not the evens in question existed or were anticipated at the time of entering into this contract. If the carriage has not already commenced, to cancel this contract or, in any event to discharge, tranship, land or deliver, the goods at any convenient port or place or to forward them at the sole risk and expense of the Shipper and/or Consignee or otherwise to deal with the goods as the Carrier may think advisable under the particular circumstances in any such event, the Carrier shall be entitled to full freight and to a reasonable extra compensation for any service rendered to the goods.

35 Disputes arising under this bill of lading shall be determined at the option of the Shipper or Consignee by the courts and subject to the provisions hereof in accordance with the law at

- (a) the place where the goods were taken in charge by the Carrier or the place designated for delivery, or
- (b) the place of the Carrier's branch or agency through which this contract of carriage was made, or
- (c) New York, N Y U S A (in this case, by the United States District Court for the Southern District of New York)

No proceedings may be brought before other courts, unless the parties expressly agree on both the choice of another court or arbitration tribuned and the law to be then applicable.

NVOCC's utilizing both NRAs and Tariff Rates

RULE NUMBER:
RULE NAME: NVOCC NEGOTIATED RATE ARRANGEMENTS (NRA)
RULE TEXT:

As per Part 532 NVOCC NEGOTIATED RATE ARRANGEMENTS of the CFR, Carrier has elected to utilize a combination of NVOCC Negotiated Rate Arrangements (NRAs), and Open Tariff Rates.

DEFINITIONS:

“NVOCC Negotiated Rate Arrangement” or “NRA” means a written and binding arrangement between an NRA shipper and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination, on and after receipt of the cargo by the NVOCC. For purposes of this part, “receipt of cargo by the NVOCC” includes receipt by the NVOCC's agent, or the originating carrier in the case of through transportation.

“Tariff Rate” means a price stated in a tariff for providing a specified level of transportation service for a stated cargo quantity, from origin to destination, on and after a stated effective date or within a defined time frame.

EXTENT OF ACTIVITY:

Carrier participates in NRA's and utilizes Open Tariff Rates. As required by Part 532.4 of the CFR, the governing rule publication is available to the public at http://rates.descartes.com, free of charge.

CBP RULES ON DISCHARGE OF IMPORTER'S LIABILITY FOR PAYMENT OF DUTIES

If you are the importer of record, payment to the broker will not relieve you of liability for CBP charges (duties, taxes or other debts owed to CBP) in the event the charges are not paid by the broker. Therefore, if you pay by check, CBP charges may be paid with a separate check payable to the "U.S. Customs & Border Protection" which shall be delivered to CBP by the broker. Importer's who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

Terms and Conditions of Service
(Please Read Carefully)

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.

(a) "Company" shall mean U.S. Group Consolidator, Inc., USG Logistics, Inc., Consolidator International Co., Ltd, Consolidator International Container Service, U.S. Group Consolidator (S) PTE Ltd. and U.S. Group Consolidator, Inc. Co., Ltd., and their subsidiaries, related companies, agents and/or representatives;

(b) "Customer" shall mean the person for which the Company is rendering service, as well as its 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;**

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

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

(e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

(f) "CBP" shall mean *U.S. Customs& Border Protection.*

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 the other dealings with Government Agencies: as to all other services, Company acts as an independent contractor.

3. Limitations 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 ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

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

(i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
(ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
(iii) For claims arising out of the preparation and /or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the entry(s);
(iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No liability For The Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall 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 action(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 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 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 CBP, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf;

(b) In preparing and submitting CBP entries, export declarations, applications, security filings, documentation 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 insure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, 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.

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 premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.

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

(b) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

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

(i) where the claim arises from activities other than those relating to customs brokerage, $50.00 per shipment or transaction, or
(ii) where the claim arises from activities relating to "Customs business," $50.00 per entry or the amount of brokerage fees paid to the 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 acts of third parties.

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. Both Customer and any listed subsidiary or affiliate to whom credit is extended by Company shall be jointly and severally liable for payment of all sums for which credit is extended, without the necessity of any claim to the other for payment.

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 attorney's fees arising from the importation or exportation of Customers merchandise and/or any conduct of the Customer, including but not limited to the accuracy 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 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 have no 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 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by the Company.

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

(a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

(b) Company shall provide written notice to Customer of its intent to exercise such lien, the 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 CBP 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 CBP release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s), and/or protests, etc.

17. 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.

18. 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.

19. 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.

20. 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, 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.

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

22. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and relationship of the parties shall be construed according to the laws of the State of Illinois without giving consideration to principals of conflict of law.

Customer and Company

(a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Illinois;
(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