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 FedEx Trade Networks Transport & Brokerage, Inc., its 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 of freight and/or title, insurers, forwarders, etc. In the responsibility of the Customer to provide notice and comply with these terms and conditions of service to all such agents or representatives.
(c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
(d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier.
(e) "Third parties" shall be limited to, the following: carriers, common carriers, lighters, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, carriage, handling and/or delivery or storage or otherwise;
2. Company shall perform the services 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: as to all other services, Company acts as an independent contractor.

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 ninety (90) days of the event giving rise to the claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
(b) For all claims or losses arising out of ocean transportation, within one (1) year from the date of the loss;
(c) For claims arising out of the preparation and/or submission of an import entry), one hundred fifty (150) days from the date of the liquidation of the entry);
(d) For any and all 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 Company, the Company shall use reasonable care in its selection of third parties, or in selecting the manner, 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 service 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 (and/or inactions) 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 services of the third party shall be brought solely against such party and/or its agents.

5. Quotations Binding.
(a) Quotations as to fees, rates of 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 submitted with or by Customer and agrees to act upon the information and advice furnished by the Company in connection with the services of the Company, relying upon and using the cargo weight supplied by Customer.
(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all such information, whether in written or electronic form, furnished to it by Customer; the correctness of such all 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 any information or its incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied.
(c) The Customer shall immediately notify the Company in writing of any situation or condition that may affect the Company's performance of such services.

7. Declaring Higher Value To Third Parties.
Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor; in the absence of an 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 and conditions of the third party.

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 provided in Section 10 herein, Company makes no express or implied warranties in connection with its services;
(b) In connection with all services performed by the Company, the 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 therefor, 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 with respect to customs business, $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 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.

10. Advancing Money; Waiver of Confidentiality under 19 CFR 111.24.
The Company shall not be liable for losses, damages, delays, wrongful or missed deliveries, and/or partial or complete nonperformance of its responsibilities under the Agreement, resulting from circumstances beyond the Company's control, or any error of judgment, including denial or cancellation of any import / export or other necessary license; or (viii) strikes, lockouts or other labor conflicts.

11. Indemnification/Hold Harmless.
(a) Customer 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 imposed, including, without limitation, any potential or actual loss or damage, and all interest, penalties, fines, forfeitures, and costs of collection and/or litigation, including, but not limited to, reasonable attorney fee.
(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all such information, whether in written or electronic form, furnished to it by Customer; the correctness of such all 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 any information or its incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied.
(c) The Customer shall immediately notify the Company in writing of any situation or condition that may affect the Company's performance of such services.

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FedEx Trade Networks Transport & Brokerage, Inc. has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the United States Shipping Act, as amended.

If you are an importer of record, payment to the broker will not relieve you of the liability for Customs charges in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to the "U.S. Customs Office," if required, except for related orders with broker.