

# Sifax Shipping Company LLC.

## Terms & Conditions of Service

These are the terms between Sifax Shipping Company LLC. hereinafter referred to as the corporation and the customer unless otherwise agreed to in writing.

### 1. Definitions.

(a) The Corporation refers to Sifax Shipping Company LLC. who is a licensed ocean freight forwarder and is acting in that capacity.

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

(c) "Customer" shall mean the entity to whom the Corporation is rendering services, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;

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

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

### 2. Corporation's Responsibilities.

The Corporation acts as the "agent" of the Customer for the purpose of performing duties in connection with any and all services performed on behalf of the Customer which can include the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services as an ocean marine freight forwarder and the Corporation in no way acts as a carrier. The Corporation performs duties as an ocean freight forwarder.

### 3. Notice Requirements and Time Limitations for Filing Suit.

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

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

- (i) For claims arising out of ocean transportation, within one year from the date of the loss;
- (ii) For claims arising out of air transportation, within 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 75 days from the date of liquidation of the entry(s) although it is acknowledged that the custom broker and the importer would have the responsibility for handling any imports;
- (iv) For any and all other claims of any other type, within 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, Corporation shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Corporation that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Corporation warrants or represents that such person or firm will render such services nor does Corporation assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Corporation shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Corporation. The Corporation is not a carrier and is no way liable for lost or damaged cargo.

#### **5. Quotations Not Binding.**

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

#### **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 Agencies and/or third parties, and will immediately advise the Corporation of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;
- (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Corporation relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Corporation harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any

incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Corporation reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

(c) The Corporation does not act as a Customs Broker and the importing of any merchandise should be handled by the importer and/or a licensed Customs Broker.

#### **7. Declaring Higher Value To Third Parties.**

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

#### **8. Insurance.**

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

#### **9. Disclaimers; Limitation of Liability.**

(a) Except as set forth in this contract, the Corporation makes no express or implied warranties in connection with its services;

(b) In connection with all services performed by the Corporation, Customer may obtain additional liability coverage that provided in paragraph 9 (c) below, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Corporation prior to rendering services for the covered transaction(s).

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

(i) where the claim arises from activities other than those relating to customs business, \$50.00 per shipment or transaction.

(ii) If there should be a customs issue, it is specifically understood by the customer that the Company does not provide brokerage services and cannot be held liable for any dispute with Customs.

(iii) Although denied that it is in any way acting as a customs broker, its liability on any customs related matter shall be limited to \$50.00 per shipment.

(d) The Corporation nevertheless shall not be liable or responsible for consequential, indirect, incidental, statutory or punitive damages.

**10. Payment.**

All charges must be paid by the Customer in advance, unless the Corporation agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Corporation.

**11. Indemnification/Hold Harmless.**

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

**12. C.O.D. or Cash Collect Shipments.**

Corporation shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment. Any additional costs shall be the responsibility of the customer.

**13. Costs of Collection.**

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

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

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

(b) Corporation shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on -going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Corporation's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Corporation, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Corporation shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

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

**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 Corporation shall only keep such records that it is required to maintain by law.

**16. Obtaining Binding Rulings, Filing Protests, etc.**

Unless requested by the Corporation in writing and agreed to by the Corporation in writing, Corporation shall be under no obligation to undertake any pre- or post-Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc. The Corporation is only acting as an ocean freight forwarder and in no way is it acting as a custom house broker. The custom house broker, the customer, and/or the importer are responsible for this.

**17. Information on Bills of Lading.**

Where Corporation prepares and/or submits information and/or documentation to be used on a bill of lading, the Corporation shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Corporation shall rely upon and use the cargo weight supplied by Customer.

**18. Amendments to Agreement.**

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

**19. Compensation of Corporation.**

The compensation of the Corporation for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Corporation to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Corporation from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Corporation shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Corporation, upon recovery by

the Corporation, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

**20. Force Majeure.**

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

**21. Severability.**

In the event any section of this agreement shall be found to be invalid and/or unenforceable, the remainder hereof shall remain in Full force and effect. Corporation's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

**22. Governing Law; Consent to Jurisdiction and Venue.**

The terms and conditions of this agreement shall be construed according to the laws of the State of Florida and the laws of the United States.

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

(b) Venue shall be in the state and federal courts of Miami-Dade County, Florida.

**23. Preparation of the Agreement:**

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

**24. Headings.**

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

**25. Internet.**

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