Ardent Global Logistics
Terms and Conditions of Service

These Terms and Conditions and any associated Power of Attorney until one of the parties advises the other in writing. These Terms and Conditions shall constitute a legally binding contract between the "Customer" and Ardent Global Logistics (the "Company").

1. Definitions

(a) "Company" shall mean Ardent Global, LLC, its subsidiaries, 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. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to its 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 include, but not be limited to, the following: "carriers, truckmen, cartmen, lighterman, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as Agent

The Company acts as the "agent" of the Customer for the purposes of performing the duly authorized duties in connection with the entry and release of goods, post entry services, assist in the application for the export licenses, the filing of export and/or security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation service or other logistics services in any capacity other than as a carrier. As to all other services, Company acts as an independent contractor.

3. 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; provided, however, that such quotations remain subject to space and segment availability, and provided further that any rates agreed in advance are subject to adjustment based on fuel surcharges and other underlying market factors in effect at the time of the booking.

4. **Reliance on Information Furnished**

Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs Service, 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;

In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, 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 or false statement by the Customer 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.

5. Obtaining Binding Rulings, Filing Protests, etc.

Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post-Customs release action, including, but not limited to, obtaining binding rulings, advising liquidations, filing of petition(s) and/or protests, etc.

6. No duty to Maintain Records for Customer

Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC § 1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as "recordkeeper" or "recordkeeping agent" for Customer.

7. Limited Waiver of Record Confidentiality

Pursuant to section 111.24 of the Customs Regulations, information relating to the business of the Customs is considered "confidential". The Customs hereby grants authorization from the Company, its subsidiaries and affiliates, to share the confidential information and records in their possession with their subsidiaries and affiliates not otherwise empowered under the Power of Attorney, their agents or their representatives, as is necessary to fully perform all the services, all of them being bound by confidentiality obligations to the Customer by which the Company is bound.

8. 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. Relative to the liability limits set forth elsewhere in this Agreement, Customer and Company hereby waive all rights and remedies under the Carmack Amendment and the ICC Termination Act of 1995 (the "Act"), pursuant to Section 14101(b) of the Act. As required by regulation, Customer and Company do not waive the provisions governing registration, insurance, or safety fitness. Unless Company physically handles and carries the shipment, and the loss, damage, expense or delay occurs during such carriage activity, the Company assumes no liability as a carrier.

9. Solas Verified Gross Mass Requirement

The Customer understands that the International Convention for the Safety of Life at Sea (SOLAS) requires a shipper to provide the verified gross mass (VGM) of a packed container to a carrier. Implementation of the VGM requirement varies by jurisdiction. If a certified VGM is required, a carrier may refuse to load a shipment without one. Therefore, upon request by the Company, the Customer shall provide the VGM for a shipment as obtained on calibrated and certified equipment in accordance with SOLAS, and the Company and the carrier shall be entitled to rely on the accuracy of such VGM provided by the Customer for all purposes. The Company is hereby authorized by the Customer to tender, countersign or endorse the Customer's VGM certification, weight tickets or other weight data provided by the Customer, or to issue a VGM certification on the Customer's behalf pursuant to the Customer's instructions. The Customer agrees to indemnify and hold the Company harmless from any and all claims, losses, penalties and/or costs resulting from an inaccurate, missing or late VGM or other information provided by the Customer. The Customer further agrees that any inaccuracy or delay in provision of the VGM could result in a delay of shipment and that the Company shall not be liable for any delay resulting from the Customs' late, inaccurate or missing VGM, or any costs fees, losses, damages or charges associated therewith. In no event shall the Company's liability relating to the VGM or any shipment exceed the fees paid to the Company for communicating the VGM of that particular shipment to the relevant carrier.

10. 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 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.

11. Advancing Money

All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to the 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.

12. C.O.D. or Cash Collects Shipments

The 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. Invoicing, Payment and Costs of Collection

A. The Company shall issue invoices to the Customer for all fees and charges pertaining to services rendered to and on behalf of the Customer;
B. All such invoices shall be payable upon receipt, or as otherwise agreed between the Customer and the Company;
C. Interest on all late payments shall be paid at the rate of one and a half percent (1.5%) per month, upon which interest shall be charged commencing 30 days after the invoice due date or as otherwise agreed;
D. The Customer shall pay the Company for all costs and expenses incurred by the Company in connection with the recovery of all payments due under this agreement including, but not limited to, costs of collection, reasonable legal fees, court costs and reasonable compensation for all time expended by the Company as result of such collection action.

14. Compensation of Company

The compensation of the Company for all its services shall be included with and is in addition to the rates and charges of all carriers and all 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.

15. 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.

16. Disclaimers; Limitation of Liability

Except as specifically set forth herein, the Company makes no express or implied warranties in connection with its services.

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

Subject to below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss, delay or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties.

The Company's liability shall be limited to the following:

(a) Where the claims 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;

(b) Where the claim arises from cargo loss or damage relating to freight activities which the Company has engaged a third party to perform on Customer's behalf, the Customer shall make claim against the relevant carrier or other third party and such claim shall be limited by the terms and conditions of such carrier or other third party. U.S. freight service provider limitations are typically (but not always) as follows:

   a. Truck freight cargo loss or damage: a maximum liability of $15.00 per pound per piece, subject to a maximum liability of $100,000 per shipment. The agreed value on household goods, used machinery, or personal effects will not exceed $.10 per lb. per article, subject to a maximum liability of $50.00 per shipment or transactions;
   b. Airfreight cargo loss or damage: a maximum liability of 19 special drawings rights per kilogram;
   c. Ocean freight cargo loss or damage: a maximum liability of $500.00 per package or shipping unit;

d. Warehousing: a maximum liability of 50 times the monthly storage on any one package or product unit (or alternatively $.50 per pound) or, in cases where the charges are calculated for other than actual storage, a maximum of $50.00 per unit. Where the claim arises from activities not addressed above, $50.00 per shipment or transaction.

In no event shall the 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.

17. Limitations of Actions

All claims against Company for a potential or actual loss must be made in writing and received by Company within ninety (90) days of the event giving rise to the claim; the failure to give Company timely notice shall be a complete defense to any suit or action commenced by Customer.

All suits against Company must be filled and properly served on Company as follows:

(a) For claims arising out of ocean transportation, within one (1) year from the date of loss
(b) For claims arising out of air transportation, within two (2) years from the date of the loss;
(c) 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);
(d) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

18. 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, the 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 response to the goods, shall not be construed to mean that the Company warrants or represents that such person nor does that Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agent, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control or a third party or the agent of a third party. All claims in connection with the act of a third party shall be brought solely against such party and/or its agents. In connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

19. Indemnification/Hold Harmless

The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of customers merchandise and/or any

conduct of the Customer, 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 and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

20. Force Majeure

The 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 the Company or the third parties hired to perform the services for the Customer, including but not limited to: (i) acts of God, including flood, earthquake, storm, hurricane, power failure, epidemic, or other severe health crisis 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 the Customer, shipper, consignee or anyone else who may have an interest in the shipment, (viii) acts by the government or any agency or subdivision thereof, including denial or cancellation or any import/export or other necessary license, (ix) strikes, lockouts or other labor conflicts.

21. No Modification or Amendment Unless Written

These terms and conditions or 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.

22. Severability

In the event any Paragraph(s) and/or portions hereof is found to be invalid and /or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

23. Governing Law; Consent to Jurisdiction and Venue

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of NEW YORK without giving consideration to the principles of conflict of law.