TERMS & CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event that the Company renders services as a document forwarder, the 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 AIR MENZIES INTERNATIONAL USA 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, 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 information received directly or indirectly from Customer, whether in paper or electronic form;
   (d) "Ocean Transportation Intermediaries" ("OTT") shall include an "ocean freight forwarder" and a "non- vessel operating common carrier";

2. Company as agent.
   The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the shipment. All statements, representations, warranties, instructions and/or other information, whether contained on the documentation of the Customer or otherwise, represent only the Customer and Company; any attempt to unilaterally modify, alter or amend said information is considered a waiver of this provision by the Company.

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 claim; if the failure to give the Company timely notice shall be a complete defense to any suit or action against the Company; and
   (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 submission of an invoice 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, 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; and in the event a particular service or agent 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 the custody or control of a third party or the agent of a third party, unless the Customer shall have notified the Company of its intention to use such third parties, and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding.
   Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Reliance on Information Furnished.
   (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with 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 the Company's behalf;
   (b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data in the United States and/or a third party, the Company relies on the correctness of all such documentation, whether in written or electronic format, and all information furnished by Customer. Customer shall be liable for any negligent acts, which are the direct and proximate cause of any injury to, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;
   (c) 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 pay, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

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 written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance.
   Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.
   (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
   (b) Subject to (d) below, Customer agrees that in connection with and all services performed by the Company, the Company shall be liable for the negligent acts, which are the direct and proximate cause of any injury to, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;
   (c) In connection with 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 pay, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

10. Advancing Money.
   All charges must be paid by Customer in advance unless the Company agrees to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Indemnification/Hold Harmless.
   The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or customer arising from importation or exportation of Customer's 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, its employees and agents and/or representatives, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. C.O.D. or Cash Collect Shipments.
   Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "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.

   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 Company.

   (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) In preparing and submitting documentation, the Company shall provide written notice to the Customer of its intention 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 the event that a dispute arises out of the declaration 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.
   The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with "vessel operating carrier";
   (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating common carrier";

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

17. 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 therein 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 be only 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.

   The Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;

20. 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 exist in full force and effect.

21. 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 Illinois without giving consideration to principles of conflict of law. All disputes arising hereunder shall be determined exclusively in the State and Federal courts located in the County of Los Angeles, State of California.

Customer and Company
(a) irrevocably consent to the jurisdiction of the State and Federal courts located in the County of Los Angeles, State of California.
(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.