

## FREIGHT FORWARDING TERMS & CONDITIONS

**Marex Services Group LLC**

**FMC License No. 027532NF**

The following terms and conditions shall apply to all freight forwarding services provided by Marex Services Group LLC ("Company") and shall constitute binding contractual terms between the Company and Customer governing all such services.

### 1. Definitions

(a) "Company" shall mean Marex Services Group LLC.

(b) "Customer" shall mean the persons or entities for which Company is performing freight forwarding services, including all principals, representatives and agents thereof.

(c) "Third Parties" shall include, without limitation, carriers, truckers, cartmen, lightermen, forwarders, customs brokers, agents, warehousemen and others to which the Customer's property is entrusted for transportation, cartage, handling, delivery, and/or storage.

### 2. Company as Agent

The Company acts as the "agent" of the Customer for the purpose of performing any and all duties in connection with arranging for transportation services or other logistics services in any capacity other than as a carrier.

### 3. Selection of Third Parties

Unless Third Parties are selected to provide services 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 procedures to be followed in the handling, transportation, and delivery of Customer's property. Company's advice that a particular Third Party has been selected to render services with respect to Customer's property, shall not be construed to mean that the Company warrants or represents that such Third Party will render such services. In no event shall Company be deemed to assume responsibility or liability for any acts and/or omissions of such Third Parties and/or their agents, and shall not be liable for any delay or loss of any kind, which occurs while Customer's property is in the custody or control of a Third Party or any agent of a Third Party. All claims in connection with any act or omission of a Third Party shall be brought solely against such Third Party and/or its agents. Company shall reasonably cooperate with Customer in connection with any such claim and shall be entitled to reimbursement for any charges or costs thereby incurred by the Company.

### 4. Limitations of Liability of Third Parties

Company is authorized to entrust Customer's property to Third Parties subject to all conditions relating to limitations of liability for loss, damage, expense and/or delay and all other applicable terms and conditions issued by such Third Parties.



## **5. Quotations Not Binding**

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Company to Customer are for informational purposes only and are subject to change without notice. No quotation shall be binding upon Company unless 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 Company and Customer.

## **6. Reliance on Information Furnished Provided by Customer**

Customer shall provide to Company complete and accurate information required for or relating to the import, export, handling, transportation or storage of Customer's property and shall immediately advise Company of any errors, discrepancies, incorrect statements, or omissions with respect to any such information. Company shall be entitled to rely on the accuracy of all information provided by Customer, whether oral, written or in electronic format, and Customer shall indemnify and hold harmless Company from any and all claims asserted and/or liability or losses suffered by reason of Customer's failure to disclose complete and accurate information to Company or its agents, representatives or contractors.

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

Third Parties to whom the goods are entrusted may limit liability for loss or damage. Company will request excess valuation coverage only upon specific written instructions from Customer, which must agree to pay any additional charges therefor. In the absence of written instructions by Customer 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**

Company will make reasonable efforts to procure insurance for Customer's property only upon receiving specific written instructions from Customer in sufficient time prior to the transportation of Customer's property to obtain such insurance. Customer shall specify the amount of insurance to be placed. Company does not undertake or warrant that insurance can or will be placed. Unless Customer has its own insurance policy and instructs Company to effect insurance under such Customer policy, Company shall attempt to obtain insurance from one or more insurance companies and/or underwriters to be selected by Company. Any insurance procured by Company for Customer's property shall be at the expense of Customer. Any insurance placed shall be governed by the certificate of policy issued and shall be effective only when accepted by such insurance companies or underwriters. In the event an insurer disputes its liability for any reason, Customer shall have recourse against the insurer only and Company shall not be subject to any liability in relation thereto.

## **9. Company's Limitation of Liability**

Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services. In the absence of additional coverage obtained pursuant to paragraphs 7 and 8 herein, the Company's liability shall be limited to USD 100.00 per shipment, subject to a maximum liability of USD 100,000.00 per shipment, such shipment will only be deemed accepted when additional insurance is obtained by company for Shipper. The cost of the additional insurance will be paid by Shipper. Failure on the part of Shipper to comply with these provisions will automatically limit company's liability to the amount set forth above regardless of the actual status of the shipment. In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages.

## **10. Advancing Money**

All charges must be paid by Customer in advance unless Company agrees in writing to extend credit to Customer. The grant of credit to Customer in connection with a particular shipment or transaction shall not be considered a waiver of this provision by Company with respect to any other shipment or transaction.

## **11. Indemnification/Hold Harmless**

Customer agrees to indemnify, defend, and hold Company harmless from any and all claims and/or liability, fines, penalties and/or attorneys' fees arising from the import, export or transportation of Customer's property and/or any conduct of Customer, including but not limited to the inaccuracy of information supplied by Customer or its agents or representatives which violates any Federal, State and/or other laws. Customer further agrees to indemnify and hold 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, that Company may incur, suffer or be required to pay by reason of such claims. In the event that any such claim, suit or proceeding is brought against Company, it shall give notice in writing to Customer by mail at its address on file with Company.

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

Company shall use reasonable care regarding written instructions relating to Cash or 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.

## **13. Costs of Collection**

In any dispute involving monies owed to Company by Customer, Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at the highest rate of interest allowed by law.

## **14. General Lien and Right to Sell Customer's Property**

Company shall have a continuing lien on any and all of Customer's property and documents relating thereto in Company's actual or constructive possession, custody or control, which lien shall survive delivery, for all charges, expenses or advances owed to Company with regard to the shipment or transaction on which the lien is claimed, as well as, any prior shipments or transactions. Transportation charges and other payments advanced by Company shall be deemed paid in trust on behalf of Customer and treated as pass through payments made on behalf of Customer for which the Company is acting as a mere conduit. 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 ongoing storage or other charges. Customer shall notify all parties having an interest in its property of Company's rights and/or the exercise of such lien. Unless, within thirty days of receiving a notice of lien, Customer posts cash or a 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 Customer's property at public or private sale or auction. Any net proceeds remaining after satisfaction of the amounts due and costs of sale, shall be refunded to Customer.

## **15. Responsibility for Governmental Requirements**

Customer shall be solely obligated to comply with all governmental requirements applicable to the import, export, packaging, handling, transportation, or storage of Customer's property. The Company shall not be responsible for any fines or penalties assessed by any governmental agency with respect to Customer's property due to the failure of Customer to comply with the requirements or regulations of any governmental agency.

## **16. Compensation of Company**

Unless otherwise agreed, the compensation of 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 handle, transport, store and deliver Customer's property and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by Company from carriers, insurers and others in connection with the shipment.

#### **17. Force Majeure**

Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, resulting from circumstances beyond the control of either Company or its subcontractors, 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 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.

#### **18. Modification**

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 these terms and conditions shall be null and void.

#### **19. Severability**

In the event any provision of these terms and conditions is found to be invalid and/or unenforceable, the remaining provisions hereof shall remain in full force and effect. Company's waiver of any provision herein, express 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.

#### **20. Governing Law and 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 Louisiana without giving consideration to principles of conflict of law. Company and Customer hereby irrevocably consent and agree that the Federal and State courts located in the State of Louisiana shall have exclusive jurisdiction over all disputes relating to the services performed by Company. Company and Customer further agree and consent to the exercise of *in personam* jurisdiction over them by the Federal and State courts located in the State of Louisiana.