

## Terms & Conditions

TERMS AND CONDITIONS OF  
BRIDGE INTERNATIONAL LOGISTICS LIMITED.

Subject to any additional or expressly contrary provisions of any applicable law, bill of lading or tariff, the following terms and conditions shall apply to all air and ocean shipments handled by Bridge International Logistics Limited. (herein after termed "Bridge") as a freight forwarder, break bulk agent, customs broker, trucking company, warehouse or otherwise:

1. **LIMITATION OF LIABILITY.** In all circumstances, unless the shipper has declared a higher value and paid the supplementary charge to Bridge, Bridge's liability for goods lost, damaged or delayed by any cause whatsoever shall not exceed (i) for air shipments, 17 "special drawing rights" (as defined and calculated by the International Monetary Fund) per kilogram; or (ii) for ocean shipments, US\$500 per package or shipping unit. In no circumstances shall Bridge be liable for any special, consequential, incidental, indirect or punitive damages.
2. **CHOICE OF LAW/VENUE/JURISDICTION.** These terms and conditions, and any act or contract to which they apply, shall be governed and interpreted by the laws of the State of Ohio, United States of America, without reference to its choice of law provisions. The shipper, consignee, importer and owner agree that any and all legal actions brought by any of them (regardless of whether based on a contract, tort, statute, or in equity or otherwise) regarding or relating to the transportation, import, export, entry, warehousing or other handling, expenses and charges of or for the shipment(s) which are the subject of this invoice, or their relationship to Bridge, shall be exclusively brought in the state or federal courts in Montgomery County, Ohio, United States of America. The shipper, consignee, importer and owner hereby irrevocably agree that said courts are an appropriate and convenient forum for the resolution of all claims and irrevocably consent to the personal and subject matter jurisdiction of the state and federal courts located in Montgomery County, Ohio, United States of America.
3. **PAYMENT TERMS.** The full amount of this invoice is due within ten (10) days from the date of this invoice. Any amount which is unpaid within that time shall accrue interest at the rate of one and a half percent (1.5%) per month until paid, which interest shall be added to the balance owed. Regardless of to whom this invoice is issued, the shipper, consignee and owner of the cargo jointly and severally guarantee to Bridge the payment of all amounts set forth in this invoice. All amounts owed shall be paid without set-off, counterclaim, deduction or delay.
4. **COLLECTION EXPENSES.** If it becomes necessary for Bridge to utilize a collection agency and/or an attorney to collect any unpaid amount of this invoice, the shipper, consignee and/or owner of the cargo shall be obligated to pay the actual collection agency fees, attorneys fees and litigation or other expenses, including but not limited to court costs, incurred by Bridge, regardless of whether litigation is actually filed.
5. **DUTIES, TAXES AND OTHER CHARGES.** Bridge is authorized (but shall be under no obligation) to advance any duties, taxes or charges and to make any disbursements with respect to the cargo, and the shipper, consignee, importer and owner shall be jointly and severally liable for the reimbursement thereof. Bridge shall be under no obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of the cargo except against repayment by the shipper, consignee, importer or owner. If it is necessary to make customs entry of the cargo at any place, the cargo shall be deemed to be consigned at such place to the person named on the bill of lading as customs consignee or, if no such person is named, to Bridge or to such customs consignee, if any, as Bridge may designate. If, for any reason, it is impossible for Bridge to complete a contract of carriage or if the consignee fails or refuses to accept delivery of the goods, Bridge may store the goods at its applicable storage rates or, at its option, may store the goods in a public warehouse, in which event the storage rates charged by such warehouse shall apply. All such charges shall be the responsibility of the shipper, consignee, importer and owner.
6. **LIEN ON CARGO.** Bridge shall have a lien on any and all property of the shipper, consignee, importer and/or owner (and documents relating thereto) in Bridge's possession, custody or control for all charges, advances or amounts of any kind due under this invoice or any prior or subsequent invoices or contracts with the shipper, consignee or owner of the goods, and Bridge may refuse to surrender possession of the cargo until all such charges or debts are paid in full. If such amounts remain unpaid for 30 days after Bridge's demand for payment, Bridge may sell such property at public auction or private sale. The proceeds of such sale shall be applied to the amounts owed. Any surplus shall be paid to the rightful party, and the shipper, consignee, importer and/or owner shall remain responsible for any deficiency.
7. **PRESENTING CLAIMS.** The consignee or other person entitled to delivery must submit a written claim to Bridge as follows:
  - (a) For damage to or partial loss of the cargo, the claim must be submitted immediately after discovery of the damage and at the latest within 14 days from receipt of the goods;
  - (b) For delay in the delivery of the cargo, the claim must be submitted within 21 days of the date the cargo is tendered to the consignee;
  - (c) In cases of non-delivery (including total loss or destruction) of the cargo, the claim must be submitted within 120 days from the

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date the waybill was issued; and  
(d) For all other circumstances, the claim must be submitted within 270 days from the date the waybill was issued.

Any rights, claims or damages which the shipper, consignee or owner might have against Bridge shall be extinguished unless legal action is brought against Bridge within two (2) years from the earliest of (i) the date of the first full or partial delivery to the consignee; (ii) the date on which the aircraft or steamship arrived at the final port; or (iii) the date on which the transportation stopped.

8. **COMPLIANCE WITH REGULATIONS.** The shipper, consignee and owner shall comply with all applicable laws and government regulations of any country to, from, through or over which the cargo might be carried, including those relating to the packing, carriage, marking or delivery of the cargo. Bridge is not liable or responsible to the shipper, consignee, owner or anyone else for any fines, penalties, losses, expenses or damages incurred or caused due to the shipper's, consignee's or owner's failure to comply with such laws or regulations.
9. **DUTY TO FURNISH INFORMATION.** On all shipments, the shipper, consignee, importer and/or owner of the cargo shall provide to Bridge all commercial invoices and other documents or information necessary or useful to the transportation, exportation or importation of the cargo, including but not limited to such information and documents required to establish the dutiable value, classification or admissibility of the cargo. If all such information and documents are not fully, accurately and timely provided to Bridge, the shipper, consignee, importer and/or owner shall indemnify and hold Bridge harmless for all consequences of such failure, including but not limited to any duties, fines, penalties or expenses, including attorneys fees.
10. **TEMPERATURE CONTROLLED CARGO.** Except as agreed to in writing by Bridge, the shipper shall not tender any cargo which requires temperature control. For all temperature controlled cargo, the shipper shall advise Bridge in writing of the particular temperature range to be maintained. If the cargo's container has been prepared by or on behalf of the shipper, the shipper warrants that the container has been properly pre-cooled, that the cargo has been properly packed, loaded and secured, and that the container's thermostatic controls have been properly set before delivery of the cargo to Bridge.
11. **QUOTATIONS NOT BINDING.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Bridge to the shipper, consignee, importer or owner are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Bridge unless Bridge in writing specifically undertakes the handling or transportation of the shipment at a specific rate.
12. **AMENDMENTS TO CONTRACT.** Any alteration, modification or waiver of any provisions of these terms and conditions must be in writing and signed by an officer of Bridge. No other employee, agent, servant or representative has the authority to alter, modify or waive any provision of these terms and conditions.
13. **FIT FOR CARRIAGE.** Except as agreed to in writing by Bridge, the shipper warrants that the cargo is fit for carriage (overseas and local), storage, packing or other handling pursuant to the shipper's instructions and are not goods included in the IATA Dangerous Goods Regulations prevailing at the time Bridge receives the cargo. If the shipper nevertheless delivers any such dangerous goods to Bridge or causes Bridge to accept or handle or deal with any such goods, then whether or not Bridge is aware of the nature of such goods, the shipper, consignee, importer and owner shall be liable for all expenses, costs, losses, damages, fines, penalties or other expenses of any sort incurred by Bridge in connection with the cargo and shall indemnify Bridge against all such amounts and any other liabilities or claims arising in connection with the goods. In addition, Bridge, in its sole discretion, may destroy the cargo or otherwise deal with it at the risk and expense of, and without liability to, the shipper, consignee, importer and owner.
14. **PERISHABLE GOODS.** Perishable goods which are not taken up immediately upon arrival, or which are insufficiently addressed or marked or otherwise not readily deliverable for any cause beyond Bridge's control, may be sold or otherwise disposed of without any notice to the shipper, consignee, importer or owner, and payment or tender of the net proceeds of any sale after deduction of all charges and expenses shall constitute delivery of the goods. All charges and expenses incurred by Bridge in connection with the sale or other disposal of the goods shall be paid by the shipper, consignee, importer or owner.
15. **SEVERABILITY.** If any provision of these terms and conditions is declared void, invalid or unenforceable by any court of law or administrative agency, the provision shall remain in effect to the extent that it is valid or enforceable, and all remaining provisions shall remain in full force and effect.