These terms and conditions of service constitute a legally binding contract between the “Company” and the “Customer.” In the event the Company renders services for the Customer under any contract or agreement, the terms and conditions of such contract or agreement shall govern those services.

1. Definitions.
   (a) “Company” shall mean TWI Group, Inc. as well as its respective subsidiaries, related companies, agent(s) and/or representative(s).
   (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, freight forwarders, shippers’ agents, insurers and their representatives, 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 any third parties who are directly or indirectly from Customer, whether in writing or by electronic means.

2. Indemnification-Hold Harmless.
   (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or post Customs release action, including, but not limited to, any as agent.
   (b) Company may, but shall not be obligated to inspect any shipment, cargo, goods, or other property and to other government regulations. Unless otherwise expressly agrees and consents to searches / inspections / screenings of all cargo in accordance with the laws of the State of California and the State courts of Los Angeles, California, and at no other place.
   (c) Customer agrees to indemnify, defend, and hold the Company harmless from any claim, suit or proceeding, or any as agent.
   (d) Company to the Customer are for informational purposes only and are subject to change without notice; no discounts offered, as indicated on any as agent.
   (e) For claims arising out of air transportation, within two (2) years from the date of the loss; (ii) For claims arising out of ocean transportation, within two (2) years from the date of the loss.

3. 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 may not use reasonable care in the selection of such third parties or persons, or in selecting means, road and route procedure to be followed in the handling, transportation, clearance and delivery of the shipper; advice by the Company that a particular person or firm has been selected to render services with respect to the shipment to render a reasonable warranty or represents that such person or firm will render services nor does Company assume responsibility or liability for any action(s) and/or failure(s) of such third parties and/or its agents, and shall not be liable for any loss 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 as its representative. In connection with any such claim, the Company reasonably relied with the Company, which shall be liable for any damages or costs incurred by the Company.

4. 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 a shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

5. 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 Customer’s behalf.
   (b) 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 furnished by Customer and/or any pre-export declaration documents. By filing an entry with the Company, Customer shall use reasonable care to ensure the correctness of all information and shall indemnify and hold Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer’s failure to disclose any incorrect or false statement by the Customer, upon which the Company reasonably relied. The Customer agrees that the Company has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

6. 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 and/or post Customs release action. In the event a shipment is refused or payment is not made by the original bill of lading, unless notice is given to the third party of refusal, the lien is asserted and/or liability or losses suffered by reason of the Customer’s failure to disclose any incorrect or false statement by the Customer, upon which the Company reasonably relied with the Company, which shall be liable for any damages or costs incurred by the Company.

7. 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 insurance.

8. 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 (a) 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 persons, including loss or damage to Customer’s goods, and the Company shall 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 declared value of the shipment or transaction being handled, and shall be liable for any losses or damage to Customer’s goods, and the Company shall no event be liable for the acts of third parties; (d) In the absence of additional coverage under (c) above, the Company’s liability shall be limited to the following:
   (i) In no event shall Company be liable or responsible for consequential, indirect, incidental or punitive damages even if it has been put on notice of the possibility of such damages.

9. Advancing Money. 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 remain in full force and effect.

10. Governing Law; Consent to Jurisdiction and Venue.
   (a) These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of California without consideration to principles of conflict of law. All disputes arising hereunder shall be resolved at Los Angeles, California and at no other place.

11. Indemnification-Hold Harmless.
   (a) If at any time the Company is required by a Government Agency to provide any information or any other document to the Company, whether in writing or by electronic means, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to persons, including loss or damage to Customer’s goods, and the probable duration thereof, and shall provide Customer from time to time with correct information concerning same.

12. Inspection Consent. Company may, but shall not be obligated to inspect any shipment. Cargo items tendered for transportation by the Company shall be under no obligation of any as agent.

13. C.O.D. or Cash Collect Shipment. Company shall use reasonable care regarding written instructions relating to “Cash/Credit” or “Delivery Against Payment” and post Customs release action, including, but not limited to, any as agent.

14. Forfeiture of Discounts and Costs of Collection. Full payment, as indicated on any as agent, are forfeited should Customer fail to comply in all respects with payment terms. In any dispute involving monies owed to Company, the Company shall be entitled to retain, in addition to reasonable attorney’s fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, uncollected amount is agreed to Company.

15. General lien and Right to Sell Customer’s Property. While as indicated on any as agent, are forfeited should Customer fail to comply in all respects with payment terms. In any dispute involving monies owed to Company, the Company shall be entitled to retain, in addition to reasonable attorney’s fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, uncollected amount is agreed to Company.

16. No Duty to Maintain Records for Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended (19 USC §§1608 and 1609) 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 agreed to in writing, the Company shall be under no obligation to maintain such records, including, but not limited to, the regulations of the U.S. Transportation and Security Administration.

17. Obtaining Binding Rulings, Filing Protests, etc. Unless required by the Company in writing and agreed to by Company in writing, Company shall be under no obligation to file any protest, declaration, petition or other legal proceeding in the Customer’s behalf.

18. 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 by name or number of pieces, packages, parcels 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.

19. No Modification or Amendment Unless Written. 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 same shall be null and void.

20. Compensation of Company. Customer, shippers, consignees and bill-to-parties are jointly and several liable for the compensation of the Company for its services. The Company’s charges may be reversed to the responsible parties if a shipment is refused or payment is not made by the original bill-to-party. The compensation of the Company shall be for all services shall be included with and is in addition to the rates and charges for all services rendered by the Company from carriers, consignees and other persons in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakdown 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 Company, upon recovery by Company, the Company shall pay the expenses of collection and/or litigation, including a reasonable attorney’s fee.

21. Severability. If in any 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 remain in full force and effect.

22. 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 California without consideration to principles of conflict of law. All disputes arising hereunder shall be resolved at Los Angeles, California and at no other place.

   (a) Company shall have the discretion to consent to the jurisdiction of the United States District Court for the Central District of California and the State courts of California and at no other place.
   (b) Company agrees 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 that any action to enforce a judgment may be instituted in any jurisdiction.

24. 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 remain in full force and effect.

25. 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 California without consideration to principles of conflict of law. All disputes arising hereunder shall be resolved at Los Angeles, California and at no other place.

   (a) Company shall have the discretion to consent to the jurisdiction of the United States District Court for the Central District of California and the State courts of California and at no other place.
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27. These terms and conditions of service constitute a legally binding contract between the “Company” and the “Customer.” In the event the Company renders services for the Customer under any contract or agreement, the terms and conditions of such contract or agreement shall govern those services.