

Geodis USA, LLC

Terms & Conditions of Service

These Terms and Conditions of Service (the "Service Terms") constitute a legally binding contract between "GEODIS" and "Customer". By appointing GEODIS to provide Services, as defined herein, Customer expressly accepts these Service Terms as of the date the Services were first provided by GEODIS to Customer. In the event GEODIS issues a document in connection with Services, such as an air waybill, sea waybill, ocean bill of lading, road waybill, warehouse receipt, or a written and signed agreement, the terms set forth in such other document(s) shall govern those Services to the extent they are inconsistent with these Service Terms. The Service Terms are subject to all mandatory applicable legislation, treaties, or conventions, and nothing herein shall be construed as a waiver by GEODIS of any of its rights or as an increase of any of its responsibilities or liabilities under such legislation, treaties or conventions. If any part of the Service Terms are to any extent in conflict with such mandatory legislation, treaties, or conventions, such part shall be deemed stricken to that extent and no further.

1. Definitions.

(a) "GEODIS" shall mean the members of the Geodis USA, LLC group of companies, including its parents, subsidiaries, affiliated and related companies, together with their agents and/or representatives;

(b) "Customer" shall mean the person for which GEODIS is rendering Services, as well as its principals, 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 Service Terms to all such entities;

(c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;

(d) "Services" shall mean any services provided by GEODIS in its normal course of business, including, but not limited to, customs brokerage, freight forwarding, drayage, transportation management and/or brokerage, trade services consulting, Warehouse Services, and other logistics services.

(e) "Warehouse Services" shall mean any transloading, warehousing, cross-docking, consolidation, and other similar services, including related ancillary services such as loading/unloading, packing, crating, and handling, that occur in a facility or on a premises owned, leased, or operated by GEODIS.

2. Role of GEODIS. GEODIS acts as an agent of Customer when performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with government agencies. GEODIS also acts as an agent of Customer when performing "Direct IATA" airfreight services or the services of an ocean freight forwarder under 46 CFR 515.2(m)(1). GEODIS acts as a principal with respect to all other Services provided to Customer. With respect to any road transportation services performed in the U.S., GEODIS provides such services in the capacity of a "property broker" by arranging for the transportation on behalf of CLIENT with underlying motor carriers under FMCSA MC Number MC-171468. It is understood and agreed that GEODIS shall not provide road transportation services to CLIENT as a carrier. The insertion of GEODIS' name as a carrier on the bill of lading for any rail or road shipment serviced hereunder is prohibited and shall not change GEODIS' status to that of a carrier. GEODIS is not obligated to accept tenders for shipment, and GEODIS may reject any Customer booking request or shipment tender for any reason. GEODIS shall not be responsible for failure to secure requested space, refusal of a shipment, shipment delays, cancellations, or rolls of containers.

3. Limitation of Actions. Unless subject to a specific statute or international convention, all claims against GEODIS, including claims for overcharges, arising out of or related to the Services must be made in writing and received by GEODIS within ninety (90) days of the event giving rise to the claim (or, for customs brokerage, within seventy-five (75) days of the liquidation of the entry). Failure to give GEODIS timely written notice of claim as provided for herein shall constitute a forfeiture by Customer of the right to assert that claim against GEODIS and shall be a complete defense to any suit or action commenced by Customer. All suits against GEODIS must be filed and properly served on GEODIS within one (1) year from the date of the loss or the event giving rise to the claim.

4. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by GEODIS to the Customer are given on the basis of immediate acceptance and are subject to change without notice. No quotation shall be binding upon GEODIS unless GEODIS in writing agrees to undertake the Services at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between GEODIS and the Customer.

5. Customer Representations, Warranties, and Covenants.

(a) Customer represents and warrants that it is the lawful owner of or has the legal right to ship, receive, and/or import the goods and has the right and authority to contract with GEODIS for the Services contemplated by these Service Terms relating to those goods.

(b) Customer shall disclose and provide to GEODIS any and all instructions, documents, and information required or reasonably necessary for GEODIS to import, export, or enter the goods or to perform the Services. Customer represents and warrants that all instructions, documentation, and information supplied by or completed by or on behalf of Customer is timely, complete and accurate.

(c) Customer acknowledges that, per applicable laws and regulations, Customer is required to review and confirm the correctness of all documents and declarations prepared and/or filed with U.S. Customs & Border Protection or the customs authority of the territory in which the services are being performed, other Governmental Authorities (as defined below), and/or other third parties. Customer further acknowledges that in preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, GEODIS relies on the correctness of all documentation and information furnished by Customer. Customer shall use reasonable care to ensure the correctness of all such documentation and information, and shall immediately advise GEODIS of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on behalf of Customer.

(d) Customer shall comply in all respect with all customs, import, and export laws, and all other applicable laws, rules, regulations, and orders of any Governmental Authority. "Governmental Authority" means any federal, state, provincial, territorial, municipal, local or foreign court or governmental agency, authority, instrumentality or regulatory or legislative body.

(e) Customer shall comply fully with all commodity restrictions, security, information, customs, packaging, and labelling requirements applicable to any Goods, as established by the applicable laws and regulations in force in the relevant territories. Customer shall cause all Goods to be properly and sufficiently prepared, stowed, packed, and labelled in compliance with any applicable laws or regulations and in a manner appropriate for usual shipping and logistics operations as envisaged by the Service to be performed under this Agreement. Prior to tendering Goods to GEODIS for shipment, Customer shall notify GEODIS in writing of any special precautions necessitated by the nature, weight, or condition of the Goods and of any statutory duties specific to Goods with which GEODIS may need to comply.

(f) Customer shall defend, indemnify, and hold GEODIS harmless from and against any and all claims, liabilities, losses, costs and expenses (including attorneys' fees) by reason of the Customer's breach of any term of this Section.

6. Force Majeure. Neither party shall be liable for damage to goods or delays and/or defaults in its performance due to causes beyond its reasonable control, including, but not limited to: acts of God, or of the public enemy; fire or explosion; flood; actions of the elements; war; acts of terrorism; pandemics or public health emergencies; cyber-attacks; closing of the public roads; embargoes; quarantine; labor disputes; failure of transportation; acts or requests of any governmental authority (any such event, a "Force Majeure Event"). In such event, GEODIS reserves the right to amend any tariff or negotiated freight or logistics rates, on one day's notice, as necessary to provide the requested service.

7. Insurance. Unless requested to do so in writing and confirmed to Customer in writing prior to a shipment's departure, GEODIS shall be under no obligation to procure insurance on Customer's behalf for such shipment. In all cases where insurance is procured on Customer's behalf, Customer shall pay all premiums and costs in connection with procuring requested insurance.

8. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth herein, GEODIS makes no express or implied warranties in connection with its Services. GEODIS shall endeavor to perform Services within a reasonable time but no date or time for completion or delivery is fixed and GEODIS shall have no liability arising out of or related to delivery dates or times except by written agreement in advance of Services commencing.

(b) With respect to Warehouse Services, GEODIS shall not be liable for any loss of or damage to goods tendered, stored, or handled however caused, unless such loss, damage, or liability resulted from the failure by GEODIS to exercise such care in regard to them as a reasonably careful warehouseman would exercise under like circumstances, and GEODIS is not liable for damages that could not have been avoided by the exercise of such care.

(c) With respect to all other Services governed by these Service Terms, GEODIS shall only be liable for its negligent acts that are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods. GEODIS shall in no event be liable for the acts of third parties.

(d) In connection with Services governed by these Service Terms, Customer may obtain increased limits of liability, up to the actual or declared value of the shipment or transaction, by requesting such increased limits and agreeing to make payment therefor, which request must be confirmed in writing by GEODIS prior to rendering Services.

(e) In the absence of increased limits under (d) above, GEODIS's liability shall be limited, in all cases whether a claim is based on contract, tort, or otherwise, to the following:

- (i) where the claim arises from activities other than those relating to activities described in (ii), (iii), or (iv) below, \$50 per shipment or transaction;
- (ii) where the claim arises from Customs brokerage business, \$50 per entry or the amount of brokerage fees paid to GEODIS for the entry, whichever is less;
- (iii) where the claim arises from Warehouse Services, the lesser of (1) \$0.25 per pound of lost or damaged goods, or (2) Customer's actual cost of the lost or damaged goods (i.e., manufactured cost, plus incoming freight charges and taxes, less manufacturer's allowances discounts and credits or similar deductions); or

(iv) where the claim arises from activities relating to domestic surface transportation, \$50 per shipment or \$0.50 per pound of cargo lost or damaged, whichever is less.

(f) Neither GEODIS nor any carrier shall have any liability for loss, damage, or delay of goods or shipments occurring in Mexico.

(g) Customer will (or will cause its consignee to) ensure that the goods, its packaging, and its container or trailer are held for inspection at the delivery point or is otherwise made available for inspection by GEODIS and/or the carrier(s). Customer is entitled to mitigate its damages. Customer agrees not to withhold or set off payments to GEODIS in case of a claim for loss or damage to goods.

IN NO EVENT SHALL GEODIS BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EVEN IF IT HAS BEEN PUT ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THESE SERVICE TERMS AND SHALL BE EFFECTIVE EVEN IN THE EVENT OF THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT. GEODIS' LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY UNDER OR IN ANY MANNER RELATED TO THESE SERVICE TERMS SHALL NOT IN THE AGGREGATE EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO GEODIS PURSUANT TO THESE SERVICES TERMS DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, LESS GEODIS' COSTS AND EXPENSES FOR PURCHASED TRANSPORTATION.

9. Payment of Charges/Duty Advance. All duties and taxes owing in connection with customs entries must be paid by Customer directly to the applicable governmental agencies unless GEODIS agrees in writing to advance such duties and taxes. GEODIS will invoice Customer for the Services in accordance with the rates, charges, and provisions set forth in any quote offered by GEODIS and accepted by Customer pursuant to Section 4 or any written, signed services agreement with Customer. GEODIS is also entitled to impose charges in accordance with GEODIS' then-current rules and tariffs, as amended from time to time, which are available upon request. All charges must be paid within credit terms extended by GEODIS to Customer, and without deduction, set-off, or counterclaim. GEODIS may, in its sole discretion, establish credit limits to Customer, which limits may be revised from time to time in GEODIS' sole discretion. Customer must notify GEODIS in writing of any dispute regarding a GEODIS invoice within seventy-five (75) days of the invoice date. Failure by Customer to notify GEODIS of such invoice dispute shall constitute Customer's acceptance of the invoice in full and Customer will be deemed to have waived any and all claims and defenses regarding such invoice.

10. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold GEODIS harmless from and against any and all claims, liabilities, fines, penalties, costs, and expenses (including attorneys' fees) arising from or related to (i) any negligent acts or omissions or willful misconduct of Customer or (ii) a breach by Customer of any of its representations, warranties, or obligations set forth in these Service Terms. In the event that any claim, suit or proceeding is brought against GEODIS, GEODIS shall give notice in writing to the Customer by mail at its address on file with GEODIS.

11. C.O.D. or Cash Collect Shipments. GEODIS 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 not have liability if the bank or consignee refuses to pay for the shipment.

12. Costs of Collection. In any dispute involving monies owed to GEODIS, GEODIS 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.

13. General Lien and Right To Sell Customer's Property. GEODIS shall have a general and continuing lien on any and all property and documents relating thereto of Customer coming into GEODIS's actual or constructive possession, custody or control or en route, which lien shall survive delivery, for all charges (including but not limited to storage charges incurred in order to preserve the property until sale), expenses or advances owed to GEODIS with regard to the shipment against which the lien is asserted or on any prior shipment(s). If such claim remains unsatisfied for 30 days after demand for its payment is made, GEODIS may sell at public auction or private sale, upon 10 days written notice, registered mail to Customer, the property or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due GEODIS. Any surplus from such sale shall be transmitted to Customer, and Customer shall be liable for any deficiency in the sale. In order to protect its lien rights, GEODIS reserves the right to require advance payment of all charges prior to shipment or release of Customer's goods.

14. Non-Acceptance of Delivery. If delivery of the goods or any part thereof is not taken by the Customer or consignee at delivery, GEODIS shall be entitled to store the goods or any part thereof at Customer's sole risk of loss. The cost of storage of the goods and of transportation to and from the warehouse shall be paid by Customer to GEODIS upon demand. The failure of Customer to pay for such storage and transportation charges upon demand shall give rise to GEODIS' lien and sale rights set forth in the previous section.

15. 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, GEODIS shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

16. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by GEODIS in writing,

GEODIS 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 petitions and/or protests, etc.

17. No Duty To Provide Licensing Authority. Unless requested by Customer in writing and agreed to by GEODIS in writing, GEODIS shall not be responsible for determining licensing authority, obtaining any license or other authority pertaining to the export from or import into the United States, including but not limited to determining applicability of an Export Classification Control Number (ECCN) or EAR99 classification, or determining whether a destination is an embargoed or sanctioned country, whether a consignee or recipient is a denied party or party of concern, or whether a use is a prohibited end use.

18. Hazardous Materials. Customer shall not tender to GEODIS any goods for shipment or storage that are classified as hazardous materials or dangerous goods by the United States Department of Transportation or such other agency, authority, or organization having jurisdiction (“Haz-Mat”) without receiving prior written authorization from GEODIS. Customer shall properly package, mark, label, and identify any such Haz-Mat, and provide all information requested by GEODIS necessary to properly classify such hazardous materials and comply with all applicable laws and regulations in connection therewith. Customer shall defend, indemnify and hold GEODIS and its subcontractors harmless from any and all claims, liabilities, damages, fines, suits, or costs (including attorney’s fees and court costs) arising from Customer’s failure to comply with the requirements set forth in this Section 18. GEODIS may, in its discretion, refuse to arrange to transport or accept for storage any goods containing Haz-Mat.

19. No Modification or Amendment Unless Written. These Service Terms may only be modified, altered or amended in writing signed by both Customer and GEODIS. Any attempt to unilaterally modify, alter or amend same shall be null and void.

20. Prohibited Items. Except by written agreement prior to commencing Services, GEODIS will not accept or deal with goods with a replacement value that exceeds \$100,000; bullion; coin; precious stones; jewelry; valuables; antiques; pictures; human remains; livestock; plants; arms; pharmaceuticals; currency; fresh produce; oversize or overweight shipments; coiled or rolled products; commodities requiring protection from heat or cold or temperature control equipment; or radioactive material.

21. 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 remain in Full force and effect. GEODIS's decision to waive any provision herein, either by conduct 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.

22. Governing Law; Consent to Jurisdiction and Venue. These Service Terms and the relationship of the parties shall be construed according to the laws of the United States and the Commonwealth of Pennsylvania without giving consideration to principals of conflict of law. Customer and GEODIS:

- (a) irrevocably consent to the jurisdiction of the federal and state courts of the Commonwealth of Pennsylvania;
- (b) agree that any action relating to the Services performed by GEODIS, 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 the Commonwealth of Pennsylvania or any other forum that has jurisdiction over the parties.

Conditions Only Applicable to GEODIS as Agent or Property Broker

23. 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, GEODIS 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 GEODIS that a particular person or firm has been selected to render Services with respect to the goods shall not be construed to mean that GEODIS warrants or represents that such person or firm will render such Services, nor does GEODIS assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and GEODIS shall not be liable for any delay or loss or damage 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 related to the acts or omissions of a third party shall be brought by Customer solely against such party and/or its agents. In connection with any such claim, GEODIS shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by GEODIS.

24. Air and Ocean Services as Agent. In those instances where GEODIS is arranging for transportation by air or ocean, but does not issue its own air waybill or bill of lading, the rights and obligations as between GEODIS and Customer will be governed by these Service Terms, and Customer acknowledges and agrees that its rights and obligations with respect to the underlying air or ocean carrier will be governed by the waybill or bill of lading issued by the carrier.

25. Declaring Higher Value To Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage.

GEODIS will request increased limits 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 increased limits, at GEODIS'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.

26. Compensation of GEODIS. The compensation of GEODIS for the Services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by GEODIS to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by GEODIS from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, GEODIS 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 GEODIS, upon recovery by the GEODIS, the Customer shall pay the expenses of collection and/or litigation, including reasonable attorney fees.

Conditions Applicable to Warehouse Services

27. Transfer of Goods. GEODIS reserves the right to move, at its expense, fourteen (14) days after notice is sent by certified mail or overnight delivery to Customer, any goods in storage from the warehouse in which they may be stored to any other of GEODIS's warehouse facilities. GEODIS will store the goods at, and may without notice move the goods within and between, any one or more of the warehouse buildings operated by GEODIS.

28. Removal of Goods. In an event of default, GEODIS may, upon written notice of not less than thirty (30) days to Customer and any other person known by GEODIS to claim an interest in the goods, require the removal of any goods. Such notice shall be given to the last known place of business of the person to be notified. If goods are not removed before the end of the notice period, GEODIS may sell or dispose of the goods in GEODIS's sole-discretion. If GEODIS in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of GEODIS's warehouseman's' lien before the end of the thirty (30) day notice period referred to above, GEODIS may specify in the notification any reasonable shorter time for removal of the goods and if the goods are not removed, may sell or dispose of the goods in GEODIS's sole-discretion.

If as a result of a quality or condition of the goods of which GEODIS had no notice at the time of deposit the goods are a danger to the warehouse, or to persons and property within the warehouse, GEODIS may sell the goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the goods. If GEODIS after a reasonable effort is unable to sell the goods it may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the goods, GEODIS may remove the goods from the warehouse and shall incur no liability by reason of such removal.

29. Payments. Without limiting the foregoing, GEODIS reserves the right to require Customer to pay all final invoices owed prior to any goods or assets being removed from the warehouse.

*These Service Terms are based on the Terms and Conditions of Service promulgated by the National Customs Brokers and Forwarders Association of America, Inc.
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