

LOGWIN LOGISTICS US INC.
AND
ALLIANCE CUSTOMS CLEARANCE, INC.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions of service constitute a legally binding contract between the "Company" and the "Customer." By doing business with and using the services of the Company the Customer acknowledges and agrees that it has read and agreed to be bound by these terms and conditions in effect at the time the services were provided, a copy of which will be provided upon written request of the Customer and can also be found at <http://www.logwin-logistics.com> In the event the Company or any of its affiliated or related companies renders services pursuant to other or additional documents containing additional terms and conditions governing such services the terms and conditions of such other documents shall govern those services to the extent that there is a conflict between these Terms and Conditions and those set forth in the other documents.

1. *Applicability.* As used herein, "Company" means Logwin Logistics US Inc.; Alliance Customs Clearance, Inc., and their parents, subsidiaries, affiliated or related companies, and agents and/or representatives (herein collectively referenced as "Logwin.") "Customer" means any entity that engages Logwin for the provision of services, including, but not limited to, the owner or any entity with an interest in the goods or shipments for which Logwin provides services or any entity, agent, or representative acting on their behalf. Except as provided in any individual written contract between Logwin and its Customer, or any other legally binding document, these Terms and Conditions govern all services provided by Logwin to its Customer.

2. ***Acknowledgement and acceptance of terms.*** The tendering of goods to Logwin or its subsidiaries, agents and subcontractors, or the engagement and acceptance of their services, by the Customer or its agents constitutes an acknowledgement and agreement by the Customer that it has read these terms and conditions and the related policies and documents incorporated by reference; that it has accepted and agrees to be bound by them both on its own behalf and on the behalf of any party with an interest in the goods or services provided; and that it has given notice and copies of these terms and conditions to its agents and representatives. The application of these Terms and Conditions cannot be waived or altered except by a written agreement executed by an officer of Logwin and an officer of Customer.

3. *Modifications.* Logwin reserves the right, at its sole discretion, to at any time update these General Terms and Conditions and related pricing, policies, procedures, and documentation.

4. *Independent Contractor.* Except as otherwise provided by applicable law, all services provided by Logwin are as an independent contractor. The provision of services by Logwin pursuant to these Terms and Conditions does not create or establish, and will not be interpreted as establishing, any franchise, fiduciary, partnership, joint venture, employment, agency, or special relationship of any kind between Logwin and its Customer.

5. *Third Party Services; Status of Logwin as a Carrier; Force Majeure; Liability.*

a. *Logwin Logistics US Inc. is not a carrier.* Except when providing international ocean transportation services as a Non-Vessel Operating Common Carrier (NVOCC) pursuant to Section 15(b), below, Customer acknowledges and agrees that Logwin Logistics US Inc. is arranging for the provision of services by third party providers of transportation and logistics

services and that Logwin Logistics US Inc. is not a carrier and assumes no liability as a carrier in providing its services.

b. Customer further acknowledges and agrees that Logwin is not and will not be held responsible for any loss, damage, or delay to the goods to be forwarded, or any other damage or injury, but only undertakes to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, agents, warehousemen, customhouse brokers, and others to whom it may entrust the goods for transportation, cartage, handling, delivery, equipment usage, storage or other services, subject to the conditions imposed by such carriers and other parties. It is agreed that Logwin shall not be responsible for any claim or damage from any cause whatsoever, unless in each case the goods were in the actual custody or control of Logwin and the damage alleged to have been suffered is proven to be directly caused by the sole negligence of Logwin, its officers, or employees.

c. Customer acknowledges that unless express written instructions are received by Logwin prior to the date of shipment Logwin is free to choose the means, routes, and procedures to be followed in the handling, transportation, and delivery of the Customer's goods and that Logwin is authorized to select and engage third party carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen, and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Customer. All goods entrusted to such third parties shall be subject to all conditions as to the limitation of liability for loss, damage, expense, or delay and to all rules, regulations, requirements, and conditions, whether printed, written or stamped, appearing in bills of lading, receipts, tariffs, or other documentation of said third parties. Logwin and its agents do not assume liability or responsibility for the actions of any third parties or their agents and shall not be responsible for any claims that may arise while the Customer's shipment is in the control or custody of a third party or its agents. Customer agrees that any and all claims in connection with the actions of a third party shall be solely brought against such third party and its agents.

d. Customer acknowledges and agrees that neither Logwin nor the underlying carriers providing transportation services on behalf of Customer guarantee the arrival times of any shipment at destination and that Logwin is not responsible for any claims or expenses related to or arising from a delay in the delivery of the Customer's goods.

e. Logwin makes no express or implied warranties in connection with its services.

f. Customer acknowledges and agrees that unless the Customer requests in writing and pays a fee in preparing or issuing bills of lading Logwin and its agents are under no obligation to specify therein the number of packages, pieces, cartons, or customary freight units. Logwin will also rely upon and use the cargo weight supplied by Customer.

g. *Declaring Higher Valuation.* Customer acknowledges and agrees that truckers, carriers, warehousemen, and other entities to whom Customer's goods are entrusted for services generally limit their liability for loss and damage unless a higher value is declared and a charge based on such higher value is agreed to in writing prior to the tendering of the goods for shipment. Unless the Customer has arranged and paid for a higher valuation prior to shipment any valuation of the goods declared by Customer shall be considered solely for export or customs purposes and the goods will be shipped and delivered subject to the limitations of liability of Logwin and any underlying service providers. Logwin will not request a higher valuation of a trucker, carrier or warehousemen (or others) on behalf of Customer unless the Customer requests a quotation for such valuation in writing in sufficient time in which to have it approved by the trucker, carrier or warehousemen (or other).

h. *Force Majeure.* Logwin shall be excused from performing its services; reserves the right to cancel or terminate any current or future services; and shall not be liable for any delay or

failure in performance due to any Force Majeure events. Such Force Majeure events shall include events as defined by law or that are outside of the direct control of Logwin and its agents and subcontractors and include, but are not limited to, Acts of God; natural disasters; fires; floods; storms; earthquakes; extreme weather conditions; pandemics or epidemics; acts of war; hostilities; acts of terrorism; civil unrest; riots; labor disputes; government actions or decrees; embargoes; supplier or vendor failures; port closures; industry supply chain congestion; vessel or equipment unavailability or shortages; cybersecurity or related issues; outage or malfunction of local or long distance telecommunications and Internet services; utility outage; or similar occurrences. In doing business with Logwin Customer acknowledges and agrees that Logwin's rates and charges do not include fire, earthquake, or other hazard insurance (from Acts of God) and that it is Customer's responsibility to arrange for its own insurance coverage for fire, earthquake or other hazards, including but not limited to, Force Majeure events and/or acts of God.

i. Customer acknowledges and agrees that many carriers and service providers have accessorial and other surcharges governing the use and movement of transport equipment, including but not limited to detention, demurrage, storage, and similar charges, and that the Customer is responsible for paying such charges, except in those situations where the charges were solely caused by a negligent act of Logwin or its agents.

6. *Insurance.* Customer acknowledges and agrees that the services provided and arranged by Logwin are subject to a limitation of liability and that it is the Customer's obligation to obtain insurance for any loss or damage for goods shipped pursuant to the services of Logwin and any underlying service providers. Upon written request, Logwin will assist the Customer in obtaining insurance for Customer's shipments, but unless confirmed in writing Logwin does not undertake or warrant that such insurance can or will be placed.

7. *Logwin Limitation of Liability.* Except where Logwin Logistics US Inc. has issued a bill of lading while operating as a NVOCC, the liability of Logwin shall only be for its negligent acts and in all cases shall not exceed \$50.00 per shipment. Any partial loss or damage for which Logwin may be liable shall be adjusted *pro rata* on the basis of the valuation of the loss. The liability of Logwin Logistics US Inc. for shipments handled as an NVOCC shall be governed by the terms and conditions of its NVOCC bill of lading and any applicable tariffs.

8. CONSEQUENTIAL DAMAGES. LOGWIN SHALL IN NO CIRCUMSTANCES BE LIABLE FOR ANY DIRECT OR INDIRECT SPECIAL, CONSEQUENTIAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS ARISING OUT OF OR RELATED TO THE PROVISION OF SERVICES BY LOGWIN, EVEN IF LOGWIN OR ITS AGENTS HAVE BEEN PUT ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

9. *Quotations not binding.* While Logwin endeavors to provide the most accurate information possible, it does not accept any liability for the inaccuracy of rates relayed on behalf of carriers, underwriters, or other service providers. Customer acknowledges and agrees that the legal tariffs of the service providers in effect at the time of shipment will prevail over any quotation provided prior to shipment. Customer further acknowledges and agrees that the provisions of Section 15(b) shall apply when Logwin Logistics US Inc provides services as an NVOCC.

10. *Compensation of Logwin.* The compensation of Logwin for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by Logwin to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by Logwin from carriers, insurers and others in connection with the shipment. In any referral for collection or action against Customer for monies due to Logwin, upon recovery by Logwin, Customer shall pay the expenses of collection and or litigation, including a reasonable attorney fee.

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11. *Indemnification for Freight; Duties.* In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against Logwin for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of Customer, Customer agrees to indemnify and hold harmless Logwin for any amount Logwin may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including reasonable attorney fees, incurred by Logwin in connection with defending such claim or legal action and obtaining reimbursement from Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of Customer to Logwin to pay all charges or other money due promptly on demand.

12. *General Lien on Any Property.* Logwin shall have a general and continuing lien on any and all property and documents of the Customer in Logwin's actual or constructive possession, custody, or control or en route, for all claims for charges, expenses or advances incurred by Logwin in connection with any current or prior shipment of the Customer or other sums owed by the Customer to Logwin for current or prior services, and/or both. Logwin shall provide written notice to Logwin of its intent to exercise such lien, the exact amount of monies due and owing, as well as any continuing storage or other charges. If such claim(s) remains unsatisfied for thirty (30) days after demand for payment is made, Logwin may sell at public auction or private sale, upon ten (10) days written notice registered mail to the Customer, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to Logwin. Any surplus from such sale shall be transmitted to the Customer, and the customer shall be liable for any deficiency in the sale. Except for situations where Customer proves that Logwin failed to exercise reasonable care, Logwin is not liable for loss or damage to goods tendered, stored, or handled pursuant to its exercise of a lien. Customer agrees that it has declared that damages for loss, damage, or delay to stored goods is limited to \$0.50 per pound, unless the Customer has requested in writing and paid for a higher valuation.

13. *C.O.D.* Logwin will not handle C.O.D. shipments except as agreed to by a separate written agreement with the Customer.

14. *Advancing Money.* Logwin shall not be obliged to incur any expense, guarantee payment, or advance any money in connection with the importing, forwarding, transporting, insuring, storing or cooperating of the goods, unless the same is previously provided to Logwin by Customer on demand. Logwin shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by Logwin be construed as a waiver of the provisions hereof.

15. *International Ocean Transportation Services.* Logwin Logistics US Inc. is licensed by the United States Federal Maritime Commission (FMC) to operate as an Ocean Transportation Intermediary (OTI) when arranging or providing international ocean transportation services and maintains FMC licenses as both an ocean freight forwarder and non-vessel-operating common carrier (NVOCC).

(a) *International Forwarding Services.* These terms and conditions shall apply when Logwin Logistics US Inc. arranges international ocean transportation in its capacity as a forwarding company and not as a common carrier/NVOCC.

(b) *NVOCC Services.* When providing international ocean transportation services as a common carrier pursuant to its issued bill of lading, Logwin Logistics US Inc. is operating as a NVOCC pursuant to its OTI license issued by the FMC. All services provided by Company in its capacity as a licensed NVOCC are subject to the terms of the issued ocean bill of lading applying to the shipment and the governing provisions of the Company's tariff published pursuant to FMC regulations, and/or, if applicable, any valid NVOCC Service Arrangement (NSA) or NVOCC Negotiated Rate Arrangement (NRA) entered into between Company and the Customer. Copies

of Company's tariffs and the terms and conditions of its bills of lading are available upon written request and at the current tariff location published by the Federal Maritime Commission at <http://www.fmc.gov>. The provisions of any governing tariff, NSA, NRA, bill of lading, or other ocean shipping document issued by the Company in its capacity as a common carrier shall govern and control in the event that their terms conflict with any of these terms and conditions.

16. *Customs Services.*

a. All customs services provided on behalf of Customer are provided by xxx Customs Clearance, Inc., a separate company affiliated with Logwin Logistics US Inc. that is a CBP licensed customs broker. Customs business services are subject to these terms and conditions plus any separate and additional terms and conditions of xxx Customs Clearance, Inc., including those in any Power of Attorney executed by Customer. The separate terms and conditions of xxx Customs Clearance, Inc., shall prevail in the event of a conflict between these Terms and Conditions and any separate terms and conditions of xxx Customs Clearance, Inc.

b. Unless agreed to in advance and in writing, xxx Customs Clearance, Inc. is under no obligation to undertake on behalf of Customer any pre or post release customs actions, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc. Customer acknowledges and agrees that it is the Customer's responsibility to determine whether the Customer or its goods require a license or authorization for the services provided by Company and represents and warrants that all required licenses or authorities required of Customer and/or the goods it is shipping have been obtained.

17. *Records.* 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, Logwin shall only keep such records that it is required to maintain by Statute(s) and/or Regulations but shall not act as a "record keeper" or "recordkeeping agent" for Customer.

18. *Air Freight.* The terms and conditions of any air waybill issued by the Company shall apply in the event that the Company provides services in the capacity of an indirect air carrier. Where company is only arranging air forwarding services the Customer acknowledges and agrees that any and all air freight services arranged by Company are subject to the terms and conditions of the applicable entity providing services, the air freight waybill.

19. *Security.* Customer acknowledges and agrees that Customer is responsible for and has implemented any and all security measures required by law applicable to its shipments and that all shipments tendered by the Customer are for lawful purposes only and have received an appropriate security screening prior to being tendered to Logwin or the companies providing services to Customer. Customer agrees that it assumes full and absolute responsibility and liability for any shipment that furthers any act of terrorism or is of a criminal or similar nature; and further agrees to indemnify and hold harmless Logwin for any and all liability and/or direct or indirect consequences that may arise from such actions, regardless of any negligence or fault of Logwin or any other company that engaged in its own security screening of the shipment.

20. *Duty to Furnish Complete and Accurate Information.* Customer acknowledges and agrees that it is the Customer's obligation to furnish in advance all documents and information necessary for the transportation, importation, or exportation of goods, including but not limited to all information required by law or government agencies. Customer warrants the accuracy of the information that it provides to Logwin and acknowledges and agrees that Logwin is not responsible for the accuracy of the information. Logwin shall be indemnified by Customer for any duty, penalty, fine, or expense, or other cost (including attorneys' fees) caused by inaccurate information

provided by the Customer. Customer acknowledges and agrees that the failure to provide accurate and complete information and documentation concerning its shipment may result in a detention, refusal, or delay in the handling or transport of the Customer's shipment and other shipments being handled by Logwin on behalf of its other customers and/or shipments of other entities being handled by third parties.

21. *Right to Inspect Property.* Any and all shipments are subject to inspection by Logwin and its agents. Except as mandated by law, Logwin is not obligated to perform an inspection. Any shipment deemed by Logwin or its agents, at their sole discretion, to be unfit for inspection may be unilaterally rejected.

22. *Customer Compliance With All Laws.* In doing business with Logwin and tendering goods for the provision of services Customer represents and warrants that (a) it has the lawful possession of and/or legal right and authority to store, ship, and contract with Logwin with respect to all goods, shipments, and services for which Customer engages Logwin to arrange and/or provide; (b) that Customer has all required licenses and regulatory authorities necessary and applicable to Customer's engagement of Logwin's services; and (c) all goods and shipments tendered by Customer are properly packaged, labelled, documented, and otherwise comply with all legal requirements governing the shipment of goods. Customer acknowledges and agrees that it is the sole obligation of the Customer to comply with any and all legal and regulatory obligations of the Customer related to the shipment of goods or the provisions of services by Logwin.

23. *Indemnification/Hold Harmless.* Customer agrees to indemnify, defend, and hold Logwin harmless from any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorneys' fees, resulting from, or arising out of or in connection with, the negligence or misconduct of Customer; the failure of Customer to comply with any law or regulation; the failure of Customer to provide complete or accurate information or documents necessary for the requested services; and/or the failure of the Customer to abide by these Terms and Conditions or any legal obligations related to the provision of services requested by Customer. In the event that any claim, suit or proceeding is brought against Logwin related to or arising from Customer's actions, Logwin shall give notice in writing to Customer by mail at its address on file with Logwin.

24. *Limitation of Actions.*

a. All claims against Logwin for alleged or actual loss must be made in writing and received by Logwin within ninety (90) days of the event giving rise to the claim or as provided by a specific law or international convention. The failure to give Logwin timely written notice of a claim is a complete defense to any suit or action commenced by Customer.

b. Except as otherwise provided by law, all suits against Logwin must be filed and properly served on Logwin within the following time frames:

i. One (1) year for loss and damage claims arising out of or related to ocean transportation.

ii. Two (2) years for loss and damage claims arising out of or related to air transportation.

iii. Seventy-five (75) days from the date of liquidation of the entries for claims against Logwin Customs Clearance, Inc. arising out of or related to the preparation and/or submission of import entries.

iv. Two (2) years from the date of the loss or damage for any and all other claims of any other type.

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25. *Jurisdiction and Law; Consent to Jurisdiction and Venue.* Any and all disputes arising from or related to the provision of services by Logwin to the Customer shall be determined in accordance with the laws of Illinois without giving consideration to its principles of conflict of law and shall be exclusively brought in the federal and state courts for DuPage County, Illinois. Both Logwin and Customer agree that they consent to the exclusive jurisdiction of the federal and state courts for DuPage County, Illinois; that they consent to the exercise of *in personam* jurisdiction of such courts; and that any action to enforce a judgment may be instituted in any jurisdiction.

26. *Severability.* In the event that any Sections or Portions of these terms and conditions are held to be invalid or unenforceable by a court the remainder of these Terms and Conditions shall remain in full force and effect.