

# ROGERS WORLDWIDE TERMS & CONDITIONS OF SERVICE

## PART 1 -TERMS & CONDITIONS

According to the terms of this agreement and in consideration of service fees charged, the undersigned "Customer" retains Rogers Worldwide ("RW") as its agent to arrange transportation services and to provide logistics advice. These services include but are not limited to: preparing and/or processing export declarations; providing and/or arranging Customs brokerage services; booking, arranging for or confirming cargo space; preparing and/or processing delivery orders or dock receipts; preparing and/or processing bills of lading; arranging for and/or providing crating, packing, unpacking and warehouse storage; arranging for cargo insurance; handling freight or other monies advanced by shippers, or remitting or advancing freight or other monies or credit in connection with the dispatching of shipments; and giving advice concerning letters of credit, licenses or inspections, or other documents or issues relating to the dispatch of cargo.

Customer understands that RW is not a carrier, but that RW will use its best efforts to select and engage responsible carriers, warehouseman and other transportation intermediaries on behalf of the Customer. Customer understands that the terms and conditions of the storage receipts of warehouseman and contracts of carriage of the water, road, or air carriers which RW retains will apply to Customer as if Customer had entered into those contracts itself. Under some circumstances, RW may provide warehouse service, ocean carriage in its capacity as a Non-Vessel Operating Common Carrier, or air carriage in its capacity as an Indirect Air Carrier. In such instance, the terms of RW's warehouse receipt or bill of lading will apply as if it had been issued to the Customer. Customer is directed to the copies of these documents posted on RW's web site.

Customer shall comply with all applicable laws and government regulations of any country to, from, through or over which its goods may be carried, including those relating to the packing, carriage, or delivery of the goods, and shall furnish such information to RW as may be necessary to comply with such laws and regulations. Shipments covered by these terms and conditions are prohibited if diverted contrary to U.S. law. Customer warrants that the goods are properly marked, addressed, and packaged to withstand any contemplated method of transport. Customer, or such person or entity that originates and tenders goods for handling or transport, hereby consents to an inspection of the cargo.

### 1A) LIMITATION OF LIABILITY FOR LOSS, DAMAGE OR DELAY

RW will not be liable for any loss, delay or damage to goods caused by a carrier or warehouse. RW will assert a claim for loss, damage, or delay against the carrier or warehouse on behalf of Customer, but the recovery on such claims will, in nearly every case, be limited by the terms of the underlying contracts of carriage or storage. For truck transportation, warehousing and domestic air transportation, liability for damage is typically limited to \$0.50 per pound or \$40 per article, whichever is less. In international air transportation damage is typically limited to 19 Special Drawing Rights per kilogram. For carriage by water damage is typically limited to \$500 per package or customary freight unit.

RW will not be liable for any loss, delay or damage to goods caused by acts of God, public authorities, strikes, labor disputes, weather, mechanical failures, civil commotion, acts of terrorism, hazards incident to a state of war, acts or omissions of customs, or defects in the goods being shipped. RW will not be liable for any punitive or exemplary damages nor any special, incidental or consequential damages including lost income, profits, interest, or loss of market, whether or not RW had knowledge that such damages might be incurred.

UNLESS OTHERWISE SPECIFIED, IT SHALL BE PRESUMED THAT THE VALUE OF CUSTOMER'S GOODS DOES NOT EXCEED \$0.50 PER POUND OR \$40 PER ARTICLE, WHICHEVER IS LESS, AND CUSTOMER AGREES THAT RW'S LIABILITY FOR ANY LOSS, DAMAGE, OR DELAY TO THE GOODS RESULTING FROM RW'S NEGLIGENCE OR OTHER FAULT, IF ANY, WILL BE LIMITED BY THIS PRESUMPTION. CUSTOMER HAS THE OPTION OF PAYING SPECIAL COMPENSATION TO PROCURE INSURANCE COVERAGE FOR PHYSICAL LOSS OR DAMAGE IN EXCESS OF THESE LIMITS BY INITIALING THE "I DO" SPACE IN 1B BELOW AND DECLARING THE ACTUAL REPLACEMENT VALUE OF THE GOODS IN ACCORDANCE WITH THE TERMS OF PARAGRAPH 1B BELOW

CUSTOMER IS ENCOURAGED TO PURCHASE FREIGHT INSURANCE OR TO INSTRUCT RW TO PURCHASE FREIGHT INSURANCE ON ITS BEHALF IF THE AFORESAID LIMITATIONS POSE UNACCEPTABLE RISKS TO THE CUSTOMER.

RW WILL ONLY HONOR INSURANCE CLAIMS WHEN A PREMIUM IS CHARGED ON AN INVOICE AND COLLECTED BY RW FOR THE SHIPMENT IN WHICH THE CLAIM OCCURRED

### 1B) SERVICE FEES DO NOT INCLUDE CARGO INSURANCE UNLESS REQUESTED (PREMIUM PAID) AND INITIALED BELOW; DECLARATION OF VALUE FOR INSURANCE PURPOSES

RW's fees and charges may include the cost of insurance covering physical loss or damage with a deductible of 5% of shipment value but not less than \$750 or more than \$ 2,500.\* (Please note that \$2,500 deductible will not apply for shipments valued above \$100,000. RW reserves the right to increase deductible, but such increase would be mutually agreed on with shipper). This insurance will be procured by RW, when requested by and for the benefit of Customer. However, Customer understands that RW may decline Customer's request to procure insurance. Customer agrees, in those instances in which RW accepts Customer's request to procure insurance, to pay additional compensation in order to procure insurance in excess of RW's limit of liability for physical loss or damage to the actual replacement value of the goods and understands that failure to pay insurance fees shall result in the loss of coverage. Customer shall inform RW in writing of the actual replacement value of each shipment it wishes to insure; the failure of Customer to so advise RW shall result in there being no insurance coverage procured. **FAILURE TO INITIAL BELOW WILL RESULT IN NO INSURANCE BEING PROCURED BY RW FOR THE BENEFIT OF CUSTOMER.**

I have reviewed the limitations on RW's liability for loss, delay and damage to goods moved under this agreement, and

I \_\_\_\_\_ DO want RW to procure insurance for Customer's benefit for physical loss or damage.  
(Initials)

### 1C) CUSTOMER WARRANTIES; INSPECTION OF SHIPMENTS

Customer warrants that it shall not tender to RW any shipment containing explosives, destructive devices or hazardous material for transport, handling or storage. Customer warrants that it shall consider all Customer Supply Chain Security Recommendations and Guidelines issued by RW. Customer agrees that RW is allowed to inspect, through physical or any other means, any shipment tendered to RW for transport, handling or storage, including shipments in sealed packaging. RW has the right to reject, and return to Customer at Customer's expense, any shipment tendered to it in violation of the Customer's warranties as set forth herein. Customer shall make no claim nor bring suit against RW or any person or entity acting on behalf of RW arising from an inspection. Customer shall hold harmless RW from and shall defend and indemnify RW against any damage, loss, claim or suit arising from any breach of the Customer's warranties as set forth herein.

### 1D) PROMPT NOTICE OF LOSS, DELAY OR DAMAGE REQUIRED

Customer agrees to inspect its shipment upon delivery and to give prompt notice of any loss or damage within 3 days of delivery for ocean shipments and within 5 days of delivery for air or ground shipments. Any oral notice of claim must be followed by written notice of claim. Customer agrees that RW will not be held responsible for any loss or damage if written notice of damage is not provided to RW within 10 days of delivery or in the event of loss within 15 days of when the goods should have been delivered. Customer agrees to monitor its shipment and to immediately give notice in writing to RW of any delay. Any notice of delay must be made in writing no later than 5 days after the Customer's anticipated date of delivery. Customer agrees that notification of delay does not invalidate RW's limitation of liability set forth in paragraph 1A above.

### 1E) PAYMENT OF INVOICES REQUIRED BEFORE CONSIDERATION OF CLAIMS

Customer agrees that RW has no obligation to consider claims, or to prosecute such claims against carriers or warehousemen on behalf of Customer if Customer has not paid RW's invoices.

### 1F) RW GIVEN A LIEN ON INSURANCE PROCEEDS

Customer agrees that RW shall have a lien in the amount of any unpaid invoices on any insurance proceeds issuing as a result loss, delay or damage to Customer's cargo.

### 1G) CLAIMS EXPIRE AFTER ONE-YEAR

Any suit brought against RW must be commenced within one year of the date of this agreement or after completion of the services performed, whichever is later. In the event of delay or non-delivery, the scheduled delivery date shall be deemed as the day on which services were completed for purposes of computing the one year time limit.