

# ROGERS WORLDWIDE TERMS & CONDITIONS OF SERVICE

## PART 2 - PAYMENT TERMS AND CREDIT AGREEMENT

### 2A) PAYMENT GUARANTEED BY CUSTOMER

Customer guarantees payment for all services rendered and carriage arranged by RW on Customer's behalf, no matter what person ordered the services or benefited there from.

### 2B) CUSTOMER BEARS RISK OF FOREIGN EXCHANGE FLUCTUATIONS

Estimates of service charges may have been given by RW using current exchange rates. Actual charges may differ in accordance with variations in the currency exchange rate at the time service is provided.

### 2C) SERVICE FEES ACCRUE ON LATE PAYMENTS

Customer agrees to pay RW invoices within 10 days from the date of issuance. For any payments not received within ten days, Customer agrees that RW will be entitled to a late fee of 1 ½% of the outstanding amount for each month or fraction thereof from the invoice date.

### 2D) RW ENTITLED TO ATTORNEY FEES INCURRED IN COLLECTION

Customer agrees to pay RW's attorney fees, costs and other expenses incurred in the event this account requires that an attorney be engaged for purposes of collection.

### 2E) RW GIVEN A LIEN ON GOODS FOR UNPAID CHARGES

The Customer and the consignee or holder of or assignee on any bill of lading shall be jointly and severally liable for all unpaid charges for services provided under this agreement. When RW is instructed to collect charges from any person or entity other than the Customer, the Customer shall remain liable for the charges and interest if RW is not paid.

RW SHALL HAVE A LIEN ON ANY GOODS SHIPPED UNDER THIS AGREEMENT FOR FAILURE TO PAY CHARGES ON BOTH CURRENT AND PRIOR SHIPMENTS, REGARDLESS OF CREDIT ARRANGEMENTS, OWED BY THE CUSTOMER OR CONSIGNEE OR HOLDER OF OR ASSIGNEE ON ANY BILL OF LADING. CUSTOMER AGREES THAT RW'S LIEN CONTINUES IN EFFECT AFTER THE GOODS ARE DELIVERED AND UNTIL ALL CHARGES ARE PAID.

Customer agrees to sign any notice of a security interest whether in the form of a UCC-1 or other form requested by RW. Customer appoints RW as its attorney-in-fact to sign any such notice on Customer's behalf in the event Customer fails to sign it immediately upon RW's request.

### 2F) PERMISSION TO RECEIVE CREDIT INFORMATION

Customer authorizes RW to obtain Credit Reports on Customer or any individuals listed below or to obtain credit and funding information from Customer's bank, or other persons or entities listed as references below. It is understood that any such credit information will be held in strict confidence and used only for RW's business purposes. Customer further agrees to supply such additional information as may be required by RW to warrant future extensions of credit or to enable RW to perfect liens or to recover upon any bond issued.

### 2G) DUTIES AND TAXES

Customer acknowledges that Customer is solely responsible for collecting, reporting, and payment of any and all sales taxes, use taxes, excise taxes, Customs duties, and all other assessments on Customer's goods, regardless of the role(s) undertaken by RW on behalf of Customer, as required by applicable laws or as imposed by any governmental authorities. In the event a governmental authority imposes a tax, Customs duty or other assessment against RW regarding Customer's goods, Customer shall promptly acknowledge Customer's obligation hereunder to the governmental authority and shall defend and indemnify RW against such action and assessment.

## PART 3 - SPECIAL POWER OF ATTORNEY

In addition to the general customs power of attorney attached also executed, Customer specifically grants the following export power of attorney:

### POWER OF ATTORNEY GRANTED BY CUSTOMER AS U.S. PRINCIPAL PARTY IN INTEREST TO AUTHORIZED AGENT FOR EXPORT SHIPMENTS –

Know all persons by these presents, that Customer is the U.S. Principal Party in Interest organized and doing business under the laws of the U.S. and having an office and place of business as indicated below hereby authorizes ROGERS WORLDWIDE at 5438 West 104<sup>th</sup> Street, Los Angeles, CA 90045 to act for and on its behalf as a true and lawful agent and attorney of the U.S. Principal Party in Interest (USPPI) for, and in the name, place, and stead of the USPPI, from this date, in the U.S. either in writing, electronically, or by other authorized means to: act as authorized agent for export control, U.S. Census Bureau reporting, and U.S. Customs and Border Protection purposes; also, to prepare and transmit any Electronic Export Information (EEI) or other documents or records required to be filed by the U.S. Census Bureau, U.S. Customs and Border Protection, U.S. Department Commerce-Bureau of Industry and Security, or any other U.S. Government agency, and perform any other act that may be required by law or regulation in connection with the exportation or transportation of any goods shipped or consigned by or to the USPPI, and to receive or ship any goods on behalf of the USPPI. The USPPI hereby certifies that all statements and information contained in the documentation provided to the authorized agent and relating to exportation is and will be true and correct. The USPPI understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any U.S. laws or regulations on exportation. Customer shall hold harmless RW from and shall defend and indemnify RW against any action or assessment by a governmental authority arising from any breach by Customer of Customer's export compliance obligations. This power of attorney is to remain in full force and effect until revocation in writing is duly given by the USPPI and received by the authorized agent.

## PART 4 - TERM OF AGREEMENT AND TERMINATION; LEGAL JURISDICTION

### 4A) TERM OF AGREEMENT AND TERMINATION

This Agreement shall be effective upon execution and shall remain in effect until canceled by either party upon thirty days written notice to the other party, or upon breach of the agreement by Customer for failure to pay RW's fees.

Customer understands that the terms and conditions under which RW's services are provided are subject to change. Customer is advised to take note of the most current terms and conditions which are posted on RW's web site and which are also available to Customer upon request.

### 4B) Applicable Law & Forum Selection

To the extent not governed by applicable federal statutes, the laws of the state of California shall govern the validity, construction and performance of this Agreement and all controversies and claims arising hereunder. Customer agrees that the forum for any litigation arising out of the performance of this Agreement, whether initiated by the Customer or RW, shall be Los Angeles County, California.

### 4C) THIS FORM IS THE ENTIRE AGREEMENT AND SUPERSEDES CONTRARY ORDERS

These terms comprise the entire agreement between Customer and RW. If the terms of this Agreement differ in any material way from the terms of Customer's order or other documents issued to RW, the terms of this Agreement shall take precedence over the terms of any such order or documents.

## Part 5 - Acknowledgment and Warranty of Authority

### WARRANTY OF AUTHORITY & CERTIFICATION

The person signing this Agreement on behalf of the Customer represents and warrants that he or she has the authority to sign this agreement on behalf of the Customer, including appointment of RW as Customer's attorney in fact and to assure RW full and prompt payment. The person signing below certifies that the information given in the Customer Data and Credit References is true, correct and complete and further understands that RW will rely on this information for the extension of credit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position or Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Street Address

On Behalf Of:

\_\_\_\_\_  
Company or Artist

\_\_\_\_\_  
City, State, Zip Code