

TERMS AND CONDITIONS

GSS means Global Shipping Services, LLC and its employees, agents, or authorized representatives. Customer refers to the cargo owner and any party who has engaged the services of GSS, along with their employees, agents or representatives.

ACCEPTANCE – SEC. 1

The act of tendering goods described herein for storage or other services, including but not limited to warehousing, import, export, outturn, or transport by GSS, shall constitute acceptance by the customer of the terms and conditions set forth herein.

SHIPPING TO GSS – SEC. 2

The Customer agrees not to ship goods to GSS as the named consignee. In the event of goods being shipped to GSS as the named consignee in violation of this agreement, the customer agrees to notify the carrier, with a copy of such notice provided to GSS, that GSS is a warehouse and has no beneficial title or interest in such property. The Customer further agrees to indemnify and hold harmless GSS from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention, or charges of any nature associated with such shipped goods. Moreover, the Customer agrees that if it fails to notify the carrier as required, GSS shall have the right to refuse acceptance of such goods and shall not be liable or responsible for any loss, injury, or damage related to such goods.

TENDER OF GOODS TO GSS – SEC. 3

All goods must be delivered to GSS marked and packaged appropriately for handling. The Customer shall provide, at or before delivery, a manifest showing marks, brands, sizes to be kept and accounted for separately, and the class of storage and other services desired. Goods that have not been accepted or claimed by the consignee or are undeliverable due to errors or omissions on the part of the shipper, consignee, or owner, or for which no disposition instructions have been provided within thirty (30) days of their arrival, shall be considered unclaimed or abandoned.

STORAGE PERIOD AND CHARGES – SEC. 4

Storage charges are billed in advance on the first day of each month. All other charges will be billed in accordance with the customary practices of GSS. Abandoned freight may be disposed of, and any fees can and will be charged.

TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS – SEC. 5

(a) Instructions to transfer goods on the books of GSS are not effective until delivered to and received by GSS, and all charges up to the time of the transfer are chargeable to the Customer of record. If a transfer involves rehandling the goods, such rehandling will be subject to a charge at GSS' standard rates.

(b) GSS reserves the right to move, at its expense, goods from one warehouse to another, provided fourteen (14) days' notice is sent by mail, facsimile, or electronic mail to the Customer of record. GSS may store the goods at, and may move the goods within and between, any one or more of the warehouse buildings comprising its warehouse complex.

(c) If, due to the quality or condition of the goods not previously reported to GSS at the time of tender, the goods are deemed by GSS to be a hazard to other property, the warehouse, or to persons, GSS may sell the goods at public or private sale, without advertisement, with reasonable notice to all known interested parties. The sale will not occur until at least fifteen (15) days after notice to the Customer unless the goods are perishable, in which case the sale may occur immediately upon notice to the Customer. If GSS, after a reasonable effort, is unable to sell the goods, or cannot complete a sale, it may dispose of them in any lawful manner without incurring liability. Pending such disposition, sale, or return of the goods, GSS may remove the goods from the warehouse without incurring liability.

(d) Customer agrees that when GSS releases goods to the Customer or its authorized representative, including any common carrier or bailee engaged by the Customer, GSS will have no further obligation or responsibility for the goods. A signed receipt



to GSS without exception regarding loss or damage shall be conclusive evidence that the goods were not lost or damaged while in the possession of GSS.

HANDLING – SEC. 6

(a) The handling charge covers the ordinary labor involved in receiving goods at the warehouse door, placing goods in storage, and returning goods to the warehouse door.

(b) Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge at agreed-upon rates. Additional expenses incurred by GSS in receiving and handling damaged goods, as well as expenses for unloading from or loading into cars, trailers, or other containers not at the warehouse door, will be charged to the Customer at customary rates.

(c) GSS shall not be liable for demurrage or detention, delays in unloading inbound cars, trailers, or other containers, or delays in obtaining and loading cars, trailers, or other containers for outbound shipment unless GSS has failed to exercise reasonable care.

DELIVERY REQUIREMENTS – SEC. 7

(a) No goods shall be delivered or transferred except upon receipt by GSS of complete written instructions. Written instructions shall include, but are not limited to, FAX, EDI, Email, or similar communication. However, when no negotiable receipt is outstanding, goods may be delivered upon instruction by telephone in accordance with a prior written authorization. Nevertheless, GSS shall not be responsible for loss or error caused thereby.

(b) When the Customer requests goods from the warehouse, a reasonable time shall be given to GSS to carry out the applicable instructions. If GSS is unable to do so due to acts of God, war, public enemies, seizure under legal process, riots and civil commotion, or any reasons beyond its control, or because of loss or destruction of goods for which GSS is not liable, or because of any other excuse provided by law, GSS shall not be liable for failure to carry out such instructions.

EXTRA SERVICES (SPECIAL SERVICES) – SEC. 8

Warehouse labor required for services other than ordinary handling and storage will be charged to the Customer at the customary rates of GSS.

LIABILITY AND LIMITATION OF DAMAGES – SEC. 9

(a) In consideration of the rate charged, it is agreed that the liability of GSS shall be that of an ordinary bailee. GSS shall exercise reasonable care in the storage, transport, and handling of the goods. GSS is not an insurer of the goods and will be liable only for loss or damage caused by the failure to exercise reasonable care in the storage, transport and handling of the goods. The Customer acknowledges the need to maintain its own insurance on its goods for loss or damage while in the possession of GSS. If GSS fails, for any reason, to exercise reasonable care in the transport, storage, or handling of the goods, the Customer agrees that the liability of GSS shall be limited to fifty cents (\$.50) per pound per article, not exceeding \$500, unless a higher value is declared by the Customer, and rates for increased valuation are paid by the Customer in accordance with the standard rates of GSS.

(b) In cases where damage occurs to goods for which GSS is not liable, the Customer shall be responsible for the cost of removing and disposing of such goods, as well as the cost of any environmental cleanup and site remediation resulting from the loss or injury of goods.

NOTICE OF CLAIM AND FILING OF SUIT – SEC. 10

(a) Claims by the Customer and all other persons must be presented in writing to GSS within a reasonable time, and in no event longer than ninety (90) days after delivery of the goods or notification to the Customer that loss or damage to part or all of the goods has occurred, whichever time is shorter.



(b) No action may be maintained by the Customer or others against GSS for loss or damage to the goods stored unless such action is commenced within nine (9) months after delivery of the goods or notification to the Customer that loss or damage to part or all of the goods has occurred, whichever time is shorter.

(c) When goods have not been delivered or there is loss or damage to goods, notice may be given of known loss or damage to the goods by FAX, EDI, Email, regular mail or similar communication.

LIABILITY FOR CONSEQUENTIAL DAMAGES – SEC. 11

GSS shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind.

LIABILITY FOR MIS-SHIPMENT – SEC. 12

If GSS negligently mis-ships goods through its sole fault, it shall pay the reasonable transportation charges to redeliver the goods, up to \$500. If the consignee fails to return the goods, GSS' maximum liability shall be for the lost or damaged goods as specified in Section 9 above. In no event will GSS be liable for any associated costs, damages, chargebacks, or expenses.

MYSTERIOUS DISAPPEARANCE – SEC. 13

GSS shall not be liable for the loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods unless the Customer establishes that such loss occurred due to GSS' failure to exercise the care required under Section 9 above and merchandise shortages exceed 10% of goods received by GSS. GSS shall be entitled to offset any overage on other items held for the Customer's account. The Customer agrees that no shortage will constitute conversion in the absence of evidence that the goods were actually converted by GSS.

RIGHT TO STORE GOODS – SEC. 14

The Customer represents and warrants that it has lawful possession of the goods and the right and authority to tender those goods to GSS. The Customer agrees to indemnify and hold harmless GSS from all loss, cost and expenses (including reasonable attorneys' fees) that GSS pays or incurs as a result of any dispute or litigation, whether instituted by GSS or others, respecting the Customer's right, title, or interest in the goods. Such amounts shall be charges in relation to the goods and subject to GSS' lien.

ACCURATE INFORMATION – SEC. 15

The Customer will provide GSS with information concerning the goods that is accurate, complete, and sufficient to allow GSS to comply with all laws and regulations concerning the storage, handling, and transportation of the goods. The Customer will indemnify and hold GSS harmless from all loss, cost, penalty, and expense (including reasonable attorneys' fees) that GSS pays or incurs as a result of the Customer failing to fully discharge this obligation.

SEVERABILITY and WAIVER – SEC. 16

(a) If any provision of this receipt or any application thereof is construed or held to be void, invalid, or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this receipt shall not be affected and shall remain in full force and effect.

(b) GSS' failure to require strict compliance with any provision of these terms and conditions shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of these terms and conditions.

(c) These terms and conditions shall be binding upon the Customer's heirs, executors, successors and assigns. They constitute the sole agreement governing goods stored with GSS and cannot be modified except by a writing signed by GSS.

