

MASTER SERVICES AGREEMENT

Unless otherwise agreed in a signed bilateral contract, this Master Services Agreement, together with applicable Specific Service Terms and Conditions by mode or service set forth on this website, incorporate the entire agreement between Estes Forwarding Worldwide (and its affiliates) and its customer for any of the logistics services or multimodal transportation identified herein, to wit:

- (1) Service by Land. The arranging for surface transportation as a property broker or freight forwarder when services are conducted pursuant to Broker License MC-801982; and Surface Freight Forwarder License FF007073.
- (2) Service by Air. Air freight forwarding services provided as an Indirect Air Carrier (IAC) or air forwarder.
- (3) Service by Water. Ocean transportation provided by Estes Forwarding Worldwide as an NVOCC licensed by the FMC at Docket No. 022151.
- (4) Customs Brokerage. Customs house brokerage services provided as a shipper's agent pursuant to NCBFAA standard terms and conditions.
- (5) Warehousing. Warehousing services and other ancillary logistics service including packing and crating.

Estes Forwarding Worldwide undertakes to arrange for ocean, air and motor transportation and/or warehousing of the goods, retaining qualified carriers and subcontractors.

Estes Forwarding Worldwide may undertake carrier liability but Estes Forwarding Worldwide neither owns nor operates ships, aircraft, trucks or other conveyances that actually transport the goods. Customer understands that different limits of cargo liability apply by statute, international treaty, and custom and usage for different modes of service and accordingly the potentially less than full actual value limits of liability set forth in Estes Forwarding Worldwide's [Domestic Service Conditions Policy](#) and [International Terms and Conditions](#) shall apply to it and its retained service providers.

Cargo Insurance

The Customer understands and agrees that the rates do not include insurance or other compensation for loss, other than as expressly provided herein and limited hereby. Accordingly, the shipper agrees that in the event it desires coverage for total loss, it will obtain insurance in excess of the limited liability limitations published herein or otherwise agreed to in writing, and that said insurance will contain a waiver of subrogation clause waiving any subrogation rights (or and on behalf of such insurance carrier). In the event that the shipper fails to obtain a waiver of subrogation, the shipper will defend, indemnify and hold harmless Estes Forwarding Worldwide and any carrier(s) retained by it with respect to claims made by the Shipper or third parties acting as subrogees of the Shipper.

Term of Agreement and Termination

The terms of this Agreement shall apply commencing upon the execution of same by the parties or upon customer's request for services and Estes Forwarding Worldwide's acceptance of same whichever comes first. This Agreement shall remain in force thereafter until terminated in writing by either party on 5 days written notice.

Rates and Payment

Estes Forwarding Worldwide shall charge rates for services inclusive of charges payable to its retained service providers which will be made available to customer upon request at time of the customer's service request.

Payment Terms

Customer shall pay for all charges applicable to services rendered without setoff within 10 days from date of invoice. Any objection to the rates and charges for services rendered must be submitted in writing within 10 days of receipt of invoice or shall be waived. If customer fails to make payment when due, customer shall pay Estes Forwarding Worldwide a late fee equal to 1½% of the total past due amount per month or any part thereof or the maximum allowed by applicable law, whichever is less. Invoices not paid within 30 days of receipt will be subject to collection fees in the amount of 35%. All charges are exclusive of applicable federal, state or local sales use, excise or similar taxes and customer shall pay directly to reimburse Estes Forwarding Worldwide for all taxes incurred as a result of the services provided. Payment shall be made in U.S. Dollars.

Lien

Estes Forwarding Worldwide and its service providers shall have a contractual lien on any cargo in its possession or the possession of its service providers for the payment of freight charges past and present which may be exercised in the event of customer's default.

Services

By customer's tender of goods to Estes Forwarding Worldwide customer agrees to the terms of this Agreement, mode specific service terms and documents incorporated by reference. Customer understands that from time to time Estes Forwarding Worldwide may change its terms and conditions through website notice. At Estes Forwarding Worldwide's election, customer will be notified of such changes by electronic mail or by posting of changes on its website. If customer initiates any service after the date of such change, then by such initiation of such services, customer indicates acceptance and agreement with the terms and conditions then in effect.

Hazardous Materials

Customer and/or the consignor warrants that all shipments shall comply with all applicable hazardous materials rules and regulations for the applicable mode of transport and all other health, safety and security regulations. All shipments shall be properly packaged, marked and labeled and clearly identified. No dangerous goods shall be tendered to Estes Forwarding Worldwide for transportation, handling or storage without prior written agreement of Estes Forwarding Worldwide. Customer warrants it shall comply with all customer supply chain security recommendations and guidelines issued by Estes Forwarding Worldwide which are posted at www.efwnow.com and agrees that Estes Forwarding Worldwide is authorized to inspect and screen all cargo, rejecting and returning at customer's expense any shipment tendered to it in violation of the warranties contained herein.

Estes Forwarding Worldwide and its retained service providers reserve the right to open, inspect and re-seal any cargo tendered pursuant to this MSA without incurring fine or liability. This right shall be exercised upon probable cause or as required by applicable safety and security regulations and requirements.

Customer and/or consignor shall indemnify and hold harmless Estes Forwarding Worldwide and all service providers from any liability, loss, damage, fine or suit arising from breach of the warranties set forth herein.

Additional Customer Warranties

Customer warrants that it is the beneficial owner or agent authorized to bind the beneficial owner with respect to all terms and conditions in this contract. Customer shall indemnify and hold harmless Estes Forwarding Worldwide and its service provider from any liability or claim (including cargo) brought by the beneficial owner or its insurer which exceeds the contractual undertakings of Estes Forwarding Worldwide and its service providers as set forth herein and in the applicable specific service terms and conditions.

Customer, shipper and consignee shall be jointly and severally liable to pay and indemnify Estes Forwarding Worldwide for all costs, including but not limited to, claims, fines, penalties, and attorneys' fees incurred by Estes Forwarding Worldwide by reason of any violation of these Service Conditions.

Indemnification Obligations of Estes Forwarding Worldwide

Estes Forwarding Worldwide warrants that upon payment of applicable charges it will pay all relevant service providers retained by it and thereafter indemnify and hold harmless customer, consignor and consignee from any liability for payment of freight charges to contracted parties. Estes Forwarding Worldwide warrants that cargo claims for which it or its service providers are adjudged legally liable shall be paid subject to the limitations of liability set forth in the incorporated Specific Service Terms and Conditions or otherwise agreed in writing.

Liabilities Not Assumed

Estes Forwarding Worldwide shall not be liable for any damages, whether direct, incidental, special or consequential, in excess of the Declared Value of a shipment, in any event, and including, but not limited to, damages resulting in loss of income or profits.

Estes Forwarding Worldwide will not be liable for, nor shall any adjustment, refund or credit of any kind be made as a result of any loss, damage, delay, misdelivery, nondelivery, misinformation or any failure to provide information, except such as may result from Estes Forwarding Worldwide's sole negligence. However, in no event will Estes Forwarding Worldwide be liable for any such loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or part from:

- The act, default or omission of the Shipper, Consignee or any other third party with an interest in the shipment;
- The nature of the shipment or any defect, characteristic or inherent vice of the shipment;
- The Shipper, Consignee or third party's violation of any of the terms and conditions contained in these Service Conditions, as amended from time to time, or on a Waybill, including, but not limited to, the improper or insufficient packing, securing, marking or addressing of shipments;
- Perils of transportation, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, local disputes, civil commotions, hazards incident to a state of war, or weather conditions (as determined solely by Estes Forwarding Worldwide; national or local disruptions in ground transportation networks due to events beyond Estes Forwarding Worldwide's control, such as weather phenomena, strikes, or natural disasters: and disruption of communication and information systems;
- Acts or omissions of any person or entity other than Estes Forwarding Worldwide including compliance with verbal or written delivery instructions from the Shipper, Consignee or persons claiming to represent the Shipper or Consignee;
- Loss of or damage to articles packed and sealed in packages by the Shipper, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and receipt of shipment by the Consignee without written notice of damage on the delivery record;
- Erasure of data from magnetic tapes, or other storage media or erasure of photographic images or sound tracks from exposed film;
- Estes Forwarding Worldwide's inability to provide a copy of the delivery record or a copy of the signature obtained at delivery; and

- Damage in transit or in the handling of, or concealed or other damage to, florescent tubes, neon lighting, neon signs, X-ray tubes, glass or other inherently fragile items.

Complete Agreement

This Master Services Agreement and the Specific Service Terms and Conditions contain the entire Agreement between the parties and in the case of conflict between this Agreement and any shipping document, tariff or other document issued by Estes Forwarding Worldwide, its service provider or third parties, this Agreement and mode specific Service Terms and Conditions shall control. No employee or service provider of Estes Forwarding Worldwide shall have the power to waive or vary any of the contract terms and conditions of this Agreement unless a duly authorized officer of Estes Forwarding Worldwide, in writing, has specifically authorized such waiver or variation.

Venue and Jurisdiction

This Agreement shall be governed by general principles of federal transportation law except to the extent waived by inconsistent provisions herein and the laws of the Commonwealth of Virginia (see 49 U.S.C. 14101(b)). The parties agree that venue and jurisdiction shall lie in the applicable federal or state court for Richmond, Virginia. Customer agrees to submit to personal jurisdiction of such courts and hereby waives any jurisdictional venue or *forum non conveniens* objections to such courts.

SPECIFIC SERVICE TERMS AND CONDITIONS

SERVICE BY LAND

1. Surface Freight Forwarding

Acting as a licensed freight forwarder in Docket No. 007073, Estes Forwarding Worldwide holds out to provide for the pickup, consolidation, line haul, break bulk and distribution of less-than-truckload shipments. These Specific Service Terms and Conditions and EFW's Domestic Service Terms and Conditions as well as its International Terms and Conditions shall apply to all truck transportation involving less-than-truckload shipments, regardless of the local, intrastate, multi-state, or transborder nature of the traffic when Estes Forwarding Worldwide performs forwarding services by issuing its own Freight Forwarder Bill of Lading governing the movement of freight as provided herein.

Shipping Documents

All surface freight forwarding services shall be provided subject to the terms and conditions of the Estes Forwarding Worldwide [Freight Forwarder Bill of Lading](#) attached hereto and incorporated by reference. The terms and conditions of this shipping document shall apply to all transportation provided by Estes Forwarding Worldwide and shall not be superseded or altered by non-conforming terms and conditions in any bill of lading and/or shipping document. Such documents shall be accepted as receipt for goods only and shall not waive or alter the contractual duties and obligations of customer or Estes Forwarding Worldwide.

Standard Pricing and Limits of Liability Apply

The parties agree that standard pricing for expedited less-than-truckload shipments of freight all kinds (FAK) shipments, whether or not substituted motor for air service is involved, is predicated on release rates which limit motor carrier liability for loss or damage to cargo to a maximum of 50¢ per pound per article. Accordingly, the parties agree that Estes Forwarding Worldwide's liability for cargo loss or damage shall be 50¢ per pound per article unless otherwise agreed in writing subject to the terms and conditions for excess valuation set forth herein.

Alternative Released Valuation

Customer may choose additional limits of liability subject to the requirements of this provision by declaring an increased valuation in writing prior to dispatch. Such additional valuation shall not exceed \$5.00 per pound per article or \$100,000 per truckload, whichever is less. Customer shall be billed and shall pay an additional valuation surcharge equal to 50¢ per \$100 of increased valuation subject to this available maximum. Any shipping document, bill of lading or other document on which a greater declared value is shown will not be accepted for transport and if inadvertently accepted by any service provider, will be released and billed at the maximum valuation permitted by this provision.

Pursuant to 49 U.S.C. § 14101(b), Customer agrees that all rules and regulations which are waivable under that statute shall not apply to Estes Forwarding Worldwide or its retained service

providers to the extent inconsistent with the contractual service terms and conditions set forth herein.

Shipper's Insurance

Should customer, as the beneficial owner of the goods or as the agent for the beneficial owner, ship cargo with values which exceed the maximum released valuation, its attention is directed to the cargo insurance provision of the Master Service Agreement general terms and conditions applicable to all services provided or arranged by Estes Forwarding Worldwide.

Cargo Claim Rules

All cargo claims must be filed in writing with Estes Forwarding Worldwide within 9 months of delivery and will be processed in accordance with general principles of federal transportation law and 49 C.F.R. § 370. Suit must be filed within 2 months and 1 day of any written declination or will be time barred.

Any claim for overage, shortage or damage not reflected on the delivery receipt must be noticed within 15 days of delivery or will be presumed to be the result of the act or omission of shipper or consignee.

In accordance with the bill of lading terms and conditions, neither Estes Forwarding Worldwide nor its service providers warrant delivery of shipment by any specific time other than with reasonable dispatch and accept no responsibility for special or consequential damages.

Upon the tender by Estes Forwarding Worldwide or its service provider of the maximum applicable released valuation, customer agrees to indemnify, defend and hold harmless Estes Forwarding Worldwide and its service providers against any demand, claim or cause of action seeking greater recovery of cargo loss or damage.

2. FORMS:

[*Domestic Service Conditions Policy*](#)
[*International Terms and Conditions*](#)
[*Bill of Lading*](#)

3. Property Broker Services

Acting as a property broker authorized by the FMCSA to conduct operations in Docket No. MC-801982, Estes Forwarding Worldwide upon request will arrange for surface as well as expedited and substituted motor for air service utilizing licensed, authorized and insured motor carriers in compliance with regulations by the Federal Motor Carrier Safety Administration.

Application of Service Conditions

These Service Conditions shall apply when Estes Forwarding Worldwide a licensed property broker, undertakes to arrange for the surface transportation in interstate commerce utilizing selected and qualified Transportation Service Providers (“TSP” or “carriers”). The transportation is furnished by carriers selected by and under contract with Estes Forwarding Worldwide. Estes Forwarding Worldwide's Domestic Service Terms & Conditions and/or International Terms and Conditions are applicable to the transportation of any shipment tendered to Estes Forwarding Worldwide for movement by one or more of its contracted carriers.

The Domestic Service Terms & Conditions and International Terms and Conditions supersede all previous Service Conditions and other prior statements concerning the rates and conditions of Estes Forwarding Worldwide's services. Rates and service quotations by our employees and agents will be based upon information provided by customer, but final rates and service may vary based upon the shipment actually tendered and the application of the Service Conditions herein. Any conflict or inconsistency between any other written or oral statements concerning the rates, features of service, products and Service Conditions applicable to Estes Forwarding Worldwide's services will be controlled by the Estes Forwarding Worldwide's Uniform Shipping Confirmation.

Other Bills of Lading or Shipping Documents

Any bill of lading or shipping document which is inconsistent with the transportation contract and receipt for goods published in these Service Terms and Conditions shall be executed for convenience only and shall be invalid to the extent it conflicts with the terms and conditions. Driver employees of Estes Forwarding Worldwide's qualified service providers are not authorized to bind Estes Forwarding Worldwide or its carriers to different terms and conditions.

These service conditions and limitations shall apply notwithstanding the issuance of any other air waybill or bill of lading by any party tendering a shipment to carrier. The party tendering shipments to Estes Forwarding Worldwide shall indemnify and hold Estes Forwarding Worldwide and its carriers harmless from any demand or obligation which exceeds those set forth herein.

Cargo Loss or Damage

Liability for loss or damage as applicable to Estes Forwarding Worldwide acting as a property broker and its carriers is governed by this provision.

Estes Forwarding Worldwide follows simplified rating procedures predicated upon a release rate valuation of 50¢ per pound per article which is standard in the air freight and expedited industry. Unless otherwise noted and agreed to in writing, this limit of liability shall apply to all shipments tendered to Estes Forwarding Worldwide and shall limit not only Estes Forwarding Worldwide's liability, but also the liability of the motor carriers and other transportation service providers in care, custody and control of shipments pursuant to arrangements made by Estes Forwarding Worldwide.

Estes Forwarding Worldwide's customers are allowed to choose a higher alternative limit of liability not to exceed \$5.00 per pound per article or \$100,000 per shipment for cargo lost, damaged or destroyed, whichever is less. Customer must notify Estes Forwarding Worldwide in writing at time of booking and agree to pay a rate surcharge of 50¢ per \$100 of increased valuation subject to this maximum.

Reasonable Dispatch

No time is fixed for the completion of carriage, and neither Estes Forwarding Worldwide nor its carriers shall be liable for any loss or damage caused by failure to commence or complete carriage within a certain time. Estes Forwarding Worldwide and its carriers assume no obligation to carry goods over any particular route. Estes Forwarding Worldwide and its carriers assume no obligation to carry the goods in any particular vehicle, and are authorized to select alternate means of transportation and deviation from route without liability.

No Special Damages

Neither Estes Forwarding Worldwide nor its carriers shall have any liability for any special or consequential damages. Shipments shall be governed by the Carmack Amendment, 49 U.S.C. § 14706 and the release rate provisions contained herein shall be construed as complying with the notice, election of rates and other requirements. The terms of Estes Forwarding Worldwide's Uniform Shipment Confirmation shall apply.

Claims Handling-Time Limits and Procedures

Cargo claims for loss or damage of surface transportation moves must be filed within 9 months in accordance with 49 C.F.R. 370. The statute of limitation for filing suit shall be 2 years and 1 day after issuance of written denial. All claims should be sent to the retained carriers in writing via certified mail. No claims shall be considered and no claims shall be paid unless and until all transportation charges have been paid and customer agrees that cargo claims cannot be offset against freight charges. All claims will be filed with the motor carrier service provider responsible for the loss, damage or delay. General principles of federal transportation law shall apply to the extent not waived.

Estes Forwarding Worldwide warrants payment of claims for which its retained service providers are adjudged legally liable subject to the limits of liability contained herein. As a property broker, Estes Forwarding Worldwide shall have no direct liability for cargo loss, damage or delay.

Customer Payments

Customer shall make timely payment of all charges in accordance with the Master Service Agreement. Upon payment, EFW warrants it shall indemnify and hold harmless Customer against liability for the freight charges by any service provider retained by Estes Forwarding Worldwide.

SERVICE BY SEA

Acting as an NVOCC (Non-Vessel Operating Common Carrier) authorized by the FMC to conduct operations at Docket No. 022151, Estes Forwarding Worldwide holds out to arrange for the through ocean movement of containers in international commerce.

All service is provided in accordance with properly filed rates and tariffs with the FMC and services provided pursuant to Estes Forwarding Worldwide's ocean bill of lading terms and conditions, a copy of which is set forth herein.

The terms and conditions of this applicable [*Ocean Bill of Lading*](#) shall apply regardless of when and if the document is issued. Service is provided on both a port-to-port and door-to-door basis. The applicable bill of lading terms and conditions contain Himalaya and Clause Paramount provisions pursuant to which pickup and delivery of containers is extended inland by truck as part of Estes Forwarding Worldwide NVOCC services when requested.

All door-to-door pricing is inclusive of ocean and dray line haul charges and does not include demurrage or per diem and other accessorial charges which are the responsibility of the customer and which will be billed separately.

All services provided by Estes Forwarding Worldwide pursuant to these special service conditions are subject to the terms and conditions of the Master Service Agreement, the customer representation, warranties, payment terms and duties and obligations set forth therein.

Cargo Liability

Estes Forwarding Worldwide Shipping's maximum liability for cargo loss or damage and liability of its retained ocean service provider is the package limitations set forth in the Carriage Of Goods by Sea Act or \$500 per package, or the actual value of the items lost or damaged in transit, whichever is less. Where items are consolidated for shipping purposes into larger packages or shipping units as reflected on the piece count of the ocean bill of lading, the number of larger consolidated units shall constitute a "package" for the COGSA limitations.

FORMS:

[*Ocean Bill of Lading*](#)
[*International Terms & Conditions*](#)

SERVICE BY AIR

As the TSA registered and compliant Indirect Air Carrier (IAC), Estes Forwarding Worldwide holds out to provide both foreign and domestic air freight forwarding services subject to the provisions of these special service conditions. Estes Forwarding Worldwide warrants it is compliant with applicable supply chain security requirements with respect to shipments having a prior or subsequent shipment by air and that it will arrange for transportation utilizing only properly qualified ground and air service providers.

Hazardous goods which do not comply with FAA and TSA requirements for shipment by air shall not be accepted. Customer, in compliance with law and regulations governing the transportation of such goods shall have all shipments properly packed, distinctly marked and labeled, and shall notify forwarder in writing of their proper description, nature, and necessary precautions. Customer shall indemnify and hold harmless forwarder and its service providers against any and all loss, damage, liability, expense and fine, including without limitation, attorney's fees that are incurred and arise out of or are in any way connected with or caused by in whole or in part, the omission of full disclosure required by this clause or any applicable treaty, convention, laws, code or regulation.

Customer shall comply with all regulations and requirements of CBP authorities and shall pay all duties, taxes, import taxes, fines, losses incurred including full return freight for goods to place of delivery incurred or sustained by reason of failure to comply or by reason of any illegally incorrect or insufficient marketing number or addressing of goods.

TSA and FAA Compliance

Estes Forwarding Worldwide is a TSA compliant IAC retaining ground service providers pursuant to approved protocols. Customer warrants that it is solely responsible for properly identifying and credentialing the consignor and ensuring that all cargo is properly identified, marked and labeled, indemnifying and holding harmless Estes Forwarding Worldwide and its service providers from any fine, claim or cause of action arising from breach of this warranty. Neither Estes Forwarding Worldwide nor its service providers shall be liable for any damage to cargo arising from TSA mandated inspection of cargo prior to transportation by air.

Domestic Air Freight

Customer understands that domestic air freight, while not subject to imposed liability regimes by state or treaty, is subject to custom and usage in the industry, and standardized pricing which limits forwarders and service providers' liability for loss, damage or unreasonable delay to 50¢ per pound per article or the actual value of the cargo lost, damaged or delayed, whichever is less. Customer accepts this limit of liability for all domestic air freight shipments tendered to forwarder regardless of whether the loss, damage or delay occurs while the shipment is in the possession and control of an air service provider, ancillary air service provider or pickup and delivery motor carrier. See Domestic Service Terms and Conditions

International Air Shipments

Liability regimes for international air freight are governed by different treaty obligations depending upon the country of origin and destination and the applicable treaty and limitations thereto will apply to international air shipments arranged by Estes Forwarding Worldwide .Most industrial nations have adopted the so-called Montreal Protocol which limits the shipper's recovery to 19 Special Drawing Rights per kilo. In tendering shipments to Estes Forwarding Worldwide Customer represents that it is a sophisticated shipper aware of the limitations of cargo liability applicable by international treaty to the cargo being shipped and accordingly indemnifies and holds harmless Estes Forwarding Worldwide and its service provider against any claim for loss, damage or delay which exceeds the limitations of liability imposed by applicable treaty at the time of tender. See International Terms & Conditions.

Weights and Measures

Unless specifically otherwise agreed to in writing, Estes Forwarding Worldwide retains the right to re-weigh and/or measure, for the purpose of applying correct charges, any shipment(s) at any time while in Estes Forwarding Worldwide's custody and control, and to collect the appropriate charges without first advising, reporting back to, pre-alerting, or otherwise notifying the Shipper, Consignee or other interested party. Estes Forwarding Worldwide reserves the right to assess transportation charges based on volumetric standards. Dimensional weight pricing is applicable on all shipments with a total volume of more than 194 cubic inches. Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 194. The dimensional weight of each package in the shipment is added, and the total dimensional weight of the shipment is then compared to the actual weight of the shipment. If the dimensional weight exceeds the actual weight, transportation charges for the shipment are based on the dimensional weight.

FORMS:

All shipments shall be transported pursuant to the current [*IATA Air Waybill*](#)

WAREHOUSING AND RELATED SERVICES

Unless cargo is stored in transit for Estes Forwarding Worldwide's convenience pursuant to Service by Land, Service by Sea, or Service by Air Specific Service Terms and Conditions provided herein, all property received for storage or packing and crating shall be governed by the Master Services Agreement and these Special Service Conditions.

Upon request, Estes Forwarding Worldwide will provide and/or arrange for warehousing and/or packing and crating services to be provided by qualified warehousemen and other service providers. All services will be rendered pursuant to the terms and conditions of the Master Service Agreement and these Specific Service Conditions.

Regardless of any other bill of lading, warehouse receipt, dock receipt or shipping document, all duties and obligations of customer and the warehouseman will be governed by the terms and conditions of the [*IWLA Non-Negotiable Warehouse Receipt*](#), a copy of which is incorporated herein.

These terms and conditions shall apply regardless of whether the warehouse location is owned or leased by Estes Forwarding Worldwide or provided to Estes Forwarding Worldwide pursuant to arrangements by it for customer's benefit from a third party provider under contract with Estes Forwarding Worldwide. All rates for storage and handling shall be determined at or prior to tender and shall be made available to customer upon request unless otherwise published herein.

Customer shall be required to pay for storage charges in accordance with the terms and conditions of the Master Service Agreement. Handling charges and packing and crating charges will be billed when the services are provided and periodic storage charges will be invoiced as they accrue. Customer should take note that the Non-Negotiable Warehouse Receipt provides for a spreading lien for payment of warehousing and accessorial charges and that all goods will be received and stored subject to a maximum liability for loss, damage or misdelivery of \$_____ per pound or the value of the shipment lost, damaged or misdelivered, whichever is less. Neither Estes Forwarding Worldwide nor its warehousemen and service providers shall be liable for special or consequential damages.

Storage and warehousing services will commence and charges will accrue upon tender of property to Estes Forwarding Worldwide or its service providers by customer or at the election of Estes Forwarding Worldwide. When goods tendered to it or its retained service providers for transport by land, sea or air are rejected at destination and forwarding directions are not provided, the accrual of demurrage or per diem in excess of free time dictates the necessity of storage or due to occurrences beyond the control of Estes Forwarding Worldwide and its service providers, ordinary transit has been interrupted and storage is necessary to preserve customer's goods.

Specialized Packing, Crating and Handling Services

Notwithstanding the duty of customer to properly pack, crate and label all goods prior to tender to meet the perils of transportation and health security and safety requirements attendant to the mode of transport, Estes Forwarding Worldwide will arrange for specialized packing and crating

services including trade show and so-called “white glove” services provided by affiliates which have experience in retaining qualified service providers to perform the services.

When such packing and crating services are provided as accessorial components to transportation arranged by Estes Forwarding Worldwide, the maximum liability for loss, damage or delay for which Estes Forwarding Worldwide and its service provider shall be liable is the limit of liability established for the mode of transportation set forth in the Service By Land, Service By Sea, and Service By Air Specific Service Conditions of this website.

When Estes Forwarding Worldwide is requested to provide or arrange for packing and crating services which are not part of a through transportation service provided or arranged by it, the parties agree that in the absence of gross negligence, the maximum liability for property lost or damaged shall be \$_____ per pound or the actual value of the loss, whichever is less.

The parties agree that Estes Forwarding Worldwide shall have no liability for special and consequential damages arising out of loss, damage or attendant delay with respect to any of customer’s property and that the maximum limit of liability for cargo loss or damage for which Estes Forwarding Worldwide or its retained service providers shall be liable shall be measured by the actual loss of property lost, damaged or delayed subject to a limit of 50¢ per pound per article unless otherwise agreed in a signed written agreement executed by Estes Forwarding Worldwide's Director of Pricing before tender and acceptance of the goods.

Unless otherwise expressly waived in a signed written agreement by Estes Forwarding Worldwide, all applicable notices and service terms and conditions set forth on this website shall otherwise fully apply. When Estes Forwarding Worldwide is requested to provide or arrange for packing, crating, staging, setup or breakdown services which are not part of a through service provided or arranged by it, the parties agree that the maximum for property lost, damaged or stolen shall be \$_____. Customer agrees to indemnify Estes Forwarding Worldwide and its service providers against any demand for excess liability and agrees to avail itself of insurance as set forth in the Master Services Agreement waiving subrogation in the event higher limits for potential cargo loss or damage is required.

FORMS:

[*IWLA Non-Negotiable Warehouse Receipt*](#)

CUSTOMS BROKERAGE

Estes Forwarding Worldwide as agent for its customers, holds out to provide customs brokerage services facilitating the import and export of goods subject to the [*NCBFAA Terms and Conditions of Service*](#) published by the National Customs Brokers and Freight Forwarders Association NCBFAA, a copy of which is set forth as governing documents on this website and included by reference. Customer warrants that all shipping information and Customs declarations provided to Estes Forwarding Worldwide shall be accurate and agrees to indemnify and hold harmless Estes Forwarding Worldwide from and against all liability, claim, fine, loss or damage arising out of the customs brokerage services provided by Estes Forwarding Worldwide at customer's behest, to the fullest extent permitted by law.

Power of Attorney granted by customer as U.S. importer of record for import shipments – Company authorizes Estes Forwarding Worldwide Cargo to select a licensed CBP broker to make CBP entry on Customer's behalf and execute a CBP power of attorney as required by 19 C.F.R. section 141.46, and to apply for and obtain a CBP bond on Customer's behalf, as the bond principal, under 19 C.F.R. section 113. Customer waives any requirement to receive a copy of Customer's charges and fees under 19 C.F.R. Section 111.36. Customer acknowledges responsibility for payment of all charges for brokerage service and any duty, tax or government mandated user fees. Customer agrees to be bound by the terms and conditions of service of any customs broker selected by Estes Forwarding Worldwide. Customer acknowledges that as the importer of record, the liability for duties, both regular and additional, attaching on importation, constitutes a personal debt due from the importer to the United States which can be discharged only by payment in full of all duties legally accruing, unless relieved by law or regulations. Payment to a broker covering duties does not relieve the importer of liability to the government if the duties are not paid by the broker.

FORMS:

[*NCBFAA Terms and Conditions of Service*](#)