



## New Customer Implementation Forms - Forwarding

Dear Recipient,

Below you will find the list of the required forms to be completed as part of our new customer implementation and onboarding process. All forms are designed to be completed electronically. Required documents are as follows:

- **All risk insurance with c**  
*This document will give you an introduction to the coverage and benefits to our All- Risk Insurance service. This information will be used to set up your profile in the system for operational, administrative, and billing purposes.*
- **New customer form**  
*This information will be used to set up your profile in the system for operational, administrative, and billing purposes.*
- **Milestone / Online web portal tracker system**  
This information will be used to set up your automatic email status notifications and our Online web portal TRACKING system. To include Open Order Status, Stock Movement Report, Signed BOL Notification, and Receive Notification as well as others.

Please complete and return the forms and email them to [implementation@glc-inc.com](mailto:implementation@glc-inc.com)

Thank you in advance,

**GLC and Affiliated Brands**



BUSINESS CONTACT INFORMATION									
Title:									
Company name:									
Phone:			Fax:		E-mail:				
Registered company address:									
City:				State:		ZIP Code:			
Date business commenced:									
Tax ID#:					DUNS#:				
Sole proprietorship:			Partnership:		Corporation:			Other:	
US Customs Payer Unit Number:									
Are you part of any network: <b>Yes</b> <b>No</b> WCA WTN WWPC Other:									
BUSINESS AND CREDIT INFORMATION									
Primary business address:									
City:				State:		ZIP Code:			
How long at current address?:									
Telephone:			Fax:		E-mail:				
Bank name:									
Bank address:					Phone:				
City:				State:		ZIP Code:			
Type of account:						Account number:			
BUSINESS/TRADE REFERENCES									
Company name:									
Address:									
City:				State:		ZIP Code:			
Phone:			Fax:		E-mail:				
Type of account:									
Company name:									
Address:									
City:				State:		ZIP Code:			
Phone:			Fax:		E-mail:				
Type of account:									
Company name:									
Address:									
City:				State:		ZIP Code:			
Phone:			Fax:		E-mail:				
Type of account:									
ACCOUNTING INFO									
Accounts Payable Contact :					Email:				
Phone:					Fax:				
SECURITY INFO									
Is your company currently involved in C-TPAT or any other security programs? <b>Yes</b> <b>No</b>									
If you are a participating member of C-TPAT please provide your SVI#									
If you are participating in any other security programs please list them here.									



## TERMS AND CONDITIONS OF SERVICE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY AGREEING TO USE THE SERVICES OF COMPANY AND ITS AFFILIATED ENTITIES, CUSTOMER SIGNIFIES ITS ASSENT TO THESE TERMS AND CONDITIONS. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. THESE TERMS AND CONDITIONS OF SERVICE CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN THE COMPANY AND CUSTOMER. ALL SERVICES RENDERED BY COMPANY ON BEHALF OF, OR FOR THE BENEFIT OF CUSTOMER, SHALL BE PERFORMED IN ACCORDANCE WITH, AND BE SUBJECT TO, THESE TERMS AND CONDITIONS.

### 1. Definitions.

(a) **"Company"** shall mean Global Logistical Connections, Inc. d/b/a GLC; GLC Distribution, LLC.; GLC Freight Solutions, LLC.; JD Logistics, LLC. and their respective subsidiaries, related companies, agents and/or representatives.

(b) **"Customer"** shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives.

(c) **"Documentation"** shall mean all information received directly or indirectly from Customer, whether in paper or electronic form.

(d) **"Ocean Transportation Intermediaries" ("OTI")** shall include an "ocean freight forwarder" and a "non-vessel operating carrier".

(e) **"Third parties"** shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

(f) **"Invoice"** shall refer to the quote, order confirmation, invoice or other documentation issued by Company reflecting the purchase of services from Company.

(g) **"Services"** shall mean any and all services offered or performed by Company on behalf of Customer, its agents and/or representatives, whether or not referenced in an Invoice.

2. **Application.** These terms and conditions shall apply to and shall govern all Invoices, agreements or other documents which memorialize an agreement to purchase Services from Company, regardless of

whether the Invoice or other document references these terms and conditions. All shipments, services, sales and quotations between Company and Customer are subject to these terms and conditions.

3. **General.** Company shall provide Customer with the Services that are identified in the attachments to these terms and conditions (the **"Attachment"**), in accordance with the terms and conditions contained in this Agreement, the Attachments, and any exhibits attached thereto (the **"Exhibits"**). The Attachments and related Exhibits are integral parts of these terms and are hereby incorporated into these terms and conditions by reference. In the event that there is a conflict between any terms or conditions contained in this Agreement with any terms or conditions contained in an Attachment, the terms or conditions contained in the Attachment shall take precedence.

4. **Non-Exclusivity.** It is understood that Company shall be free to provide its services to companies other than Customer and Customer shall be free to utilize logistics services from companies other than Company.

5. **Acceptance.** No terms, conditions, or prices for, or relating to any Services submitted by Customer shall be effective unless confirmed in writing by Company. No effect shall be given to any terms or conditions proposed in Customer's purchase order, proposal, request for quote, sales note, or any other document which add to, vary from, or conflict with the Invoice, with these terms and conditions, or any terms and conditions contained on or referenced in any agreement between Customer and Company, including, but not limited to, a bill of lading or contract of carriage. Any such proposed terms shall be void. Customer shall be deemed to have assented to and acknowledged these terms and conditions unless Customer notifies Company in writing within three (3) business days of Customer's receipt of the Invoice that it rejects the Invoice and these terms and conditions.

6. **Request for Changes.** From time to time, Customer may request changes (including additions, modifications, and deletions) to the Services. Company will promptly review and discuss any such request from Customer and notify Customer in writing of any



adjustments to the Attachments required to implement such request. Any changes and adjustments approved in writing by the parties will be incorporated into the Attachments.

## 7. **Payment.**

(a) Invoice. Customer shall pay for Services and related services in accordance with the terms set forth in the Invoice, or as otherwise set forth in writing between the Customer and Company. Customer shall make all payments hereunder by wire transfer or ACH and in US dollars.

(b) Due Date. In the event the Invoice does not contain payment terms, Customer shall make payment in full within 30 days after the date of Company's invoice. A late payment charge of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less, may be assessed on overdue balances.

(c) Offsets. Payment shall not be contingent upon any payment to the Customer from any third party. Customer may not set off any sums owed to Company for any reason.

(c) Remedies. In the event Customer is in default of its obligations under this agreement, Company may, in its sole discretion, suspend Customer's credit privileges without prior notice. Customer represents and warrants that Customer is and shall remain solvent until Company receives payment in full for all services rendered. Customer shall be in default hereunder and Company may cancel any Contract without liability to Customer upon Customer's failure to make payment as required herein or upon Customer's failure to comply with any of the terms and conditions contained herein or upon the institution of any voluntary or involuntary bankruptcy, insolvency, receivership, or debtor relief processing by or against Customer or upon Customer's making of an assignment for the benefit of creditors. If Company employs any collection agency or attorney to collect any amount due Company, and/or to dispose of any goods, Customer shall pay all collection fees, attorneys' fees, and court costs, in addition to the amount otherwise unpaid. Company may bring suit for the collection of any such amount in any jurisdiction or venue Company may select. If any suit is brought by Customer against Company and Company is determined not to be liable to Customer or its liability is limited in accordance with these terms and conditions, Company shall be entitled to its reasonable attorney's fees incurred in defending said action. The foregoing sentence shall not apply in the event a Court or other tribunal determines that California law does not apply to the services rendered by Company.

(d) Overcharges; Undercharges. No action or claim to recover any overcharge or undercharge for Services may be brought by either party more than one

hundred and eighty (180) days after receipt of the initial invoice.

(e) Credit Risk. If Company in its sole discretion determines that Customer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Company's other rights, it may without liability or penalty (i) accelerate all amounts due hereunder and (ii) modify the payment terms, including requiring Customer to make advance payment of all fees and charges prior to the provision of any Services hereunder.

8. **Spot Quotes**. The parties understand that additional services and charges other than those set forth in the applicable Invoice may periodically arise. In those circumstances, Company shall spot quote the requested Services in writing, which will become the applicable rate upon Company receiving written acceptance of the spot quote from Customer (written acceptance includes e-mail from a representative of Customer). Upon request from Customer, Company shall include with its invoice for the spot quote a copy of the written acceptance received from the Customer. Unless the spot quote and the written acceptance clearly indicate that the services provided and the applicable rate are to be on an extended basis (e.g., for the remainder of the term), the spot quote will apply only to the immediate services provided in connection with the spot quote request. Services provided pursuant to spot quotes will be subject to these terms and conditions.

9. **Information Systems Components Used or Supplied by Company**. Any management information system, hardware, software and documentation supplied by Company in connection with the Services, and any data provided by Company or derived from data provided by Company (collectively, "**Company Information Components**"), whether owned by Company, any of its affiliates, or a third party from which Company has purchased or licensed such Company Information Components, are and will remain the sole and exclusive property of Company or such third party, as applicable, and all rights, title and interest therein, and all copies thereof, including without limitation any and all copyrights, patents, trade secrets, trademarks and other intellectual property and proprietary rights in or to any of the foregoing, are retained by Company or such third party, as applicable, and Customer will treat all non-public Company Information Components, and non-public information about their capabilities, as confidential and not copy, use, relocate, modify, distribute, or disclose any Company Information Components to third parties without Company's prior written consent, except as required by law. Customer will not, by virtue of these terms and conditions or otherwise, acquire any proprietary rights whatsoever in any Company Information Components. All software provided to Customer will be subject to the license agreement that is provided along with such software.



Any right not expressly granted to Customer by Company is expressly reserved by Company. Customer acknowledges that Company makes no representations or warranties, express or implied, with respect to any Company Information Components. Customer agrees to keep the Company Information Components free from liens and encumbrances. Any management information system or computer hardware or software supplied by Company or a third party in connection with the Services and any related documentation in Customer's possession will be promptly returned to Company or such third party upon the expiration or termination of the Services.

10. **Claims and Limitation of Actions.**

(a) Unless subject to a specific statute or international convention, or if a shorter period is provided in any transportation document issued by Company, including, but not limited to, bills of lading, sea waybill, air waybill, delivery order or power of attorney, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within thirty (30) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

(b) All suits against Company must be led and properly served on Company as follows:

(i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;

(ii) For claims arising out of air transportation, within two (2) years from the date of the loss;

(iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s); or

(iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

11. **No Liability for the Selection or Services of Third Parties and/or Routes.** Unless Services are performed by persons or route management systems engaged pursuant to express written instructions from Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by Company that a particular person or rm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or rm will render such services nor does Company assume responsibility or liability for any actions(s)

and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the acts or omissions of any third party shall be brought solely against such party and/or its agents; in connection with any such claim, Company shall reasonably cooperate with Customer, which shall be liable for any charges or costs incurred by Company.

12. **Estimates Not Binding.** Estimates as to fees, rates of duty, freight charges, insurance premiums or other charges given by Company to Customer are for informational purposes only and are subject to change without notice; no estimate shall be binding upon Company unless Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the estimate and payment arrangements are agreed to between Company and Customer.

13. **Title, Risk of Loss, Damage.** It is understood and agreed between the parties that, unless otherwise expressly agreed to by Company, Company shall not acquire title to or assume risk of loss for any of the goods on behalf of Customer, and shall not, in the course of providing the Services in accordance with these terms and conditions or otherwise, acquire title to or assume risk of loss for, or be deemed to have acquired title to or assumed risk of loss for, the goods whether on behalf of Customer or otherwise.

14. **Reliance On Information Furnished.**

(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or led with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission led on Customer's behalf;

(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold Company harmless from any and all claims asserted and/or liability or losses suffered by reason of Customer's failure to disclose information or any incorrect, incomplete, or false statement by Customer or its agent, representative or contractor upon which Company reasonably relied. Customer agrees that Customer has an affirmative non-delegable duty to disclose any and all information required to import, transport, export or enter the goods.



15. **Declaring Higher Value to Third Parties.**

Third parties to whom the goods are entrusted may limit liability for loss or damage; Company will request excess valuation coverage only upon specific written instructions from Customer, which must agree to pay any additional charges therefor; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

16. **Insurance.** Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

17. **Disclaimers; Limitation of Liability.**

(a) EXCEPT AS SPECIFICALLY SET FORTH HEREIN, COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH ITS SERVICES;

(b) Subject to the terms below, Customer agrees that in connection with any and all Services performed by Company, Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and Company shall in no event be liable for the acts of third parties. Company shall not have a duty of indemnification to the extent that losses arise due to the negligent or willful acts or omissions of Customer;

(c) In connection with all Services performed by Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by Company prior to rendering services for the covered transaction(s). Company shall not be liable for service delays.

(d) In the absence of additional coverage under (b) above, Company's liability shall be limited:

(1) As set forth in the terms and conditions of the applicable contract of carriage issued by Company or

(2) If the Services are subject to the following regulations set out in international conventions or statutory legislation these conventions or legislation are compulsory applicable to the Services and Company's liability shall be subject to the limits of liability thereunder:

i. For international carriage of goods by sea – except for carriage to or from the United States of America – the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of 1924 and as amended in 1968 and 1979 (the Hague-Visby Rules) shall apply. Carriage of goods by sea to or from the United States of America is subject to the Carriage of Goods by Sea Act of 1936 ("COGSA"). Supplementary to the Hague-Visby Rules or the COGSA, the Company's ocean bill of lading shall apply.

ii. For international carriage of goods by air subject to the Convention for the Unification of Certain Rules for International Carriage by Air of 1999 (the "**Montreal Convention**") this Montreal Convention shall apply. For shipments subject to only the Convention for the Unification of certain rules relating to international carriage by air as of 1929 (the "**Warsaw Convention**") this Warsaw Convention shall be applicable, however, where both the Warsaw and the Montreal conventions apply the Montreal Convention shall prevail.

iii. For all other loss, damage or claims, including to the extent that the Services are not subject to the aforementioned international conventions, statutory legislation or they are part of a multimodal shipment and it cannot be determined in which mode of transport the loss of, damage to or delay of the goods occurred, Company's liability for Services shall be limited to \$50.00 per shipment, as applicable, and in no event shall exceed \$1,000 per occurrence and \$10,000 per annual aggregate.

(e) Pursuant to 49 U.S.C. 14101 (b)(1), Company and Customer waive any rights and remedies specified in 49 U.S.C. Subtitle IV, Part B, except for provisions governing registration (including without limitation those contained in 49 U.S.C. 13902), insurance (including without limitation those contained in 49 U.S.C. 13906, 31138 and/or 31139) or safety fitness (including without limitation those contained in 49 U.S.C. 31144).

(f) IN NO EVENT SHALL COMPANY OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS AND CONDITIONS, REGARDLESS OF (A) WHETHER THE DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WAS ADVISED



OF THE POSSIBILITY OF THE DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

18. **Items not Accepted.** We do not accept for transportation or handling: antiques containing glass, articles which may endanger aircraft, persons or property, china, glassware and other similar fragile articles, cigarettes, coins of any type, collectable items with a value over \$10,000.00, cotton, eggs, flowers, fresh foods, grandfather clocks, human remains, improperly packed/crated items, jewelry, live animals (other than laboratory animals with preapproval), marble, stone, granite, limestone in any form, architectural models with value over \$5,000.00, negotiable securities, neon signs or bulbs, currency, plate glass either incorporated in a product or shipped separately, precious gems, precious metals, plasma screen TV's or displays or any material prohibited from transport by any law, regulation, or statute of any country in which the shipment may be carried. Any of the aforementioned items tendered to us are at Customer's risk and we will assume no liability for any damage during transit.

19. **Used Items.** Notwithstanding the applicability of the limitations of liability contained herein or in any transportation document or tariff covering the Services provided to Customer, Company does protect used items for full value and will not provide new replacement costs for losses or damages, and are not liable for rust, oxidation, discoloration, marring, chipping, denting, scratches, electrical and/or mechanical derangement. Additionally, used items or merchandise of any kind, personal effects, household goods, including artwork, antiques, bagged items, automobiles, and motorcycles will have a deductible of 3% or \$250 minimum on the value declared. Personal effects shipments cannot be accepted for air transport on passenger aircraft and must be inventoried by Company prior to movement. Automobiles and Motorcycles are subject to a pre-shipment survey to be completed by the shipper or their representative and at their own expense and must be pre-approved by Company prior to movement. Damage or loss to reusable shipping containers excluding, cardboard boxes, shall have a deductible applied at the following amounts if said value of the containers is included in the declared value on the waybill: (a) Six (6) months to one (1) year old, seventy-five percent (75%) of the declared value of the container, (b) More than one (1) year but less than five (5) years old, fifty percent (50%) of the declared value of the container, (c) More than five (5) years old, twenty five percent (25%) of the declared value of the container.

20. **Advancing Money.** All charges must be paid by Customer in advance unless Company agrees in writing to extend credit to Customer; the granting of

credit to a customer in connection with a particular transaction shall not be considered a waiver of this provision by Company.

21. **Indemnification/Hold Harmless.** Customer agrees to indemnify, defend, and hold Company harmless from any claims and/or liability arising in any way from (i) the transportation, storage, loading, unloading and/or delivery of the shipments; (ii) any action, inaction, omission, or conduct of Customer, which violates any Federal, State and/or other laws; (iii) Customer's failure to notify Company of any shipments containing hazardous materials, and Customer's failure to comply with all applicable hazardous materials laws and regulations; or (iv) any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims, including any claims by any third party for freight or other charges, duties, fines, penalties, liquidated damages or other money due arising from services provided to or on behalf of Customer. Customer shall indemnify, hold harmless, and at Company's request, defend Company, against claims by any third party due to the negligence, gross negligence or willful misconduct by Customer or any person acting on their behalf causing damage to the third party's property or injury or death of the third party. Moreover, Customer shall defend, indemnify and hold harmless Company against liability, loss, damage, delay, costs and expenses arising from or in connection with: (a) Customer's and/or Owner's negligence or willful misconduct; (b) the nature or inherent vice of the goods, other than to the extent caused by Company's negligence; (c) duties, taxes, imposts, levies, deposits and outlays levied by any authority in respect of the goods and/or container, and for all liabilities, payments, fines, costs, expenses, loss and damage sustained by Company in connection therewith; (d) Company acting in accordance with the Customer's instructions; or (e) a breach of Customer's warranties, representations or obligations stipulated herein.

22. **General Lien and Right to Sell Customer's Property.**

(a) Company shall have a general and continuing lien on any and all property of Customer coming into the actual or constructive possession or control of Company or Company's third-party subcontractor(s), for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Subject to the terms hereof and any applicable law, including without limitation U.C.C. §§ 7-209-210, Cal. Com. Code §§ 7209-7210, Fla. Stat. Ann. § 677.209-677, 810 Ill. Comp. Stat. Ann. 5/7-209, and S.C. Code Ann. § 36-7-209, Company may enforce the lien at any time and from time to time, by selling the goods in whole or in part, and applying the proceeds against the fees due Company hereunder;



(b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any ongoing storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.

(c) Unless, within thirty (30) days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

**23. No Duty To Maintain Records For Customer.** 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, Company shall only keep such records that it is required to maintain by statute(s) and/or regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

**24. Obtaining Binding Rulings, Filing Protests, etc.** Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post-customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

**25. Preparation and Issuance of transport documents.** Where Company prepares and/or issues a transportation document, including but not limited to, bill of lading, sea waybill, air waybill, freight bill or delivery order, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same. Company shall rely upon and use the cargo weight and dimensions supplied by Customer.

**26. Application of Tariff, Bills of Lading.** To the extent that Company is performing Services as a non-vessel operating common carrier, the provisions of Company's applicable tariff, if any, and Company's bill of lading terms and conditions of service are incorporated herein. In requesting or accepting Services, Customer acknowledges the receipt, and application of the tariff and/or Company bill of lading terms and conditions. Copies of the provisions of Company's applicable tariff are obtainable from Company or its agents upon request or, from

Company's publicly available tariff, which is published at the location reported to the appropriate government body. The tariff is also available by subscription or publicly available. Company's tariff and bill of lading terms and conditions of service are provided to Customer by Company in other commercial documents related to the carriage of goods by sea (which may include, but are not limited to, Company's invoices, the shipper's letter of instructions, the credit application, powers of attorney, and other commercial documents), and at Company's offices. Nothing herein shall be understood to replace or supersede any applicable terms as contained in Company's tariff or bill of lading. With respect to the provision of services as a non-vessel operating common carrier, in the case of inconsistency the following order shall govern: Company's tariff, Company's bill of lading terms and conditions, these terms and conditions of service.

**27. Application of Air waybill Terms.** To the extent that Company is performing Services as indirect air carrier or air freight forwarder, the provisions of the Company's applicable air waybill terms and conditions of service are incorporated herein. In requesting or accepting Services, Customer acknowledges the receipt, and application of Company's air waybill terms and conditions. Company's air waybill terms and conditions of service are provided to Customer by Company in other commercial documents related to the carriage of goods by air (which may include, but are not limited to, Company's invoices, the shipper's letter of instructions, the credit application, powers of attorney, and other commercial documents), and at Company's offices. Nothing herein shall be understood to replace or supersede any applicable terms as contained in Company's air waybill. With respect to the provision of services as indirect air carrier, in the case of inconsistency, the terms of the air waybill will govern.

**28. Brokerage Services.** To the extent that Company is performing Services in the United States as a domestic transportation broker, it is understood that Company's responsibility shall be limited to arranging for transportation of Customer's freight as a "broker" of freight transportation, as that term is defined by 49 U.S.C. § 13102(2). These terms and conditions of service shall apply to the provision of brokerage services by Company unless otherwise set forth in writing between Company and Customer regarding the provision of brokerage services.

(a) Customer shall be responsible for providing Company with timely and accurate delivery instructions and description of the cargo, including weight, dimensions, any special handling requirements, for any shipment.

(b) Customer shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR § 172.800 and § 173 et seq. to the extent that any shipments constitute hazardous materials. Customer is obligated



to inform Company immediately if any such shipments do constitute hazardous materials. Customer shall defend, indemnify and hold Company harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of Customer's failure to comply with applicable hazardous materials laws and regulations.

(c) Customer shall be primarily responsible for the payment of all carrier charges, including freight and accessororial charges, for the shipments.

(d) Customer shall be responsible for the accurate freight classification for all shipments.

(e) Company shall use reasonable care in its selection of third parties to perform the transportation of Customer's freight. In the performance of its brokerage duties hereunder, Company has entered into, or may enter into, agreements with entities which will perform the carriage and/or freight forwarding services for the transportation of Customer's freight. It is expressly understood that Company does not assume responsibility as a carrier or freight forwarder of cargo under said agreements and Customer expressly acknowledges that Company does not assume such responsibility as a carrier. In the event that Company performs other services relating to the transportation of Customer's freight, Company's liability shall be limited to \$50 per shipment, or the limitation as set forth in the applicable bill of lading or transport document, whichever is less. In the event Company agrees to perform other functions, separate and apart from broker services, including, but not limited to, the arranging for customs brokerage services, ocean freight forwarding services, temporary storage and warehousing services, and other logistics functions, where any loss or damage occurs as a result of acts or omissions, breaches, or other liability arising from the provision of services not related to the performance of broker services, the liability of Company shall be as set forth herein.

(f) It is understood that the insertion of Company's name on the bill of lading and/or delivery receipt shall be for the convenience of Customer or carrier only and shall not change Company's status as a property broker or make Company liable as a carrier of the shipment.

(g) It is expressly understood that these terms and conditions shall apply even in the event Company utilizes its own equipment to provide the Services contemplated herein. In the event Company is deemed to be a freight forwarder or motor carrier or other assumes responsibility as a motor carrier, its liability shall be limited to the lesser of: (a) the value of the goods actually damaged or lost; (b) \$0.50 per pound of the goods actually damaged or lost, if no value declared; or (c) the case of a declared value, the declared value of the goods actually damaged or lost

or averaged declared value by weight in the absence of declared value per piece.

29. **Warehousing Services.** The following provisions shall apply to govern warehousing services provided by Company:

(a) Definition. "**Warehousing Services**" shall include all services performed by Company at Company's warehouse, or in a warehouse leased or otherwise utilized by Company. These services shall include, but not be limited to, storage, on-forwarding, warehouse distribution, packing and crating.

(b) In the performance of the warehousing services, Company shall be considered as a warehouseman under applicable local law.

(c) For all property of Customer or Customer's customers entering into the possession of Company as a warehouseman, Company shall issue a warehouse receipt which shall note the description of the merchandize entering the warehouse, including, if available, quantity, type, condition and value of the merchandize. The warehouse receipt may also include the rate of storage and any other charges for services to be rendered with respect to the merchandize. In the event a warehouse receipt is not issued, these terms and conditions shall apply and Customer agrees to pay the rate for storage as set forth in the Invoice for Services issues by Company.

(d) All goods for storage shall be delivered at the warehouse property marked and packed for handling. Customer shall furnish, at or prior to such delivery, a manifest showing marks, brands or sizes to be kept and accounted for and the class of storage desired, otherwise the goods may be stored on bulk or assorted lots, in freezers, coolers or general storage at the discretion of Company and will be charged accordingly. Company undertakes to store and deliver goods only in the packaging in which they are originally received, unless by special arrangement and subject to charge.

(e) All goods are stored on a month-to-month basis unless otherwise agreed prior to commencement of the storage period. Unless otherwise agreed by Company and Customer, a full month's storage charge will apply on all goods received between the first and fifteenth inclusive of calendar month and one half month's storage charge will apply on all goods received between the sixteenth and the last date inclusive of the month, and a full month's charge will apply to all goods in storage on the first day of the next succeeding calendar month.

(f) Except where another procedure is provided by statute, Company may, upon written notice to Customer and to any other person known by Company to claim an interest in the goods, require the removal of all or any part of the goods by the end of the



next succeeding storage month. Such notice shall be given by delivery in person or by registered or certified letter addressed to the last known address of the person to be notified.

(g) In all circumstances where freight is received at the warehouse, transit shall be deemed to have ceased and the storage of said goods shall be pursuant to the terms of the warehouse receipt issued or in accordance with these terms and conditions of service.

(h) Company is specifically authorized at its sole discretion and without notice to store the subject goods with third parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; Company will request excess valuation coverage only upon specific written instructions from Customer, which must agree to pay any charge therefore. Customer expressly acknowledges that there is a distinction between excess valuation coverage, which increases the legal liability amount of the subject service provider beyond a released value rate, and a request for insurance. In the absence of written instructions from Customer, and/or in instances in which the third party does not agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

(i) Liability. Company's liability for loss or damage for warehouse services provided at a warehouse it operates or owns shall be limited to 50 cents per pound per item, unless otherwise provided in the warehouse receipt. Company shall in no way be liable for any loss or damage occurring in a third-party warehouse. The responsibility of Company, in the absence of any other written provision is that of reasonable care and diligence required by law. Company shall not be responsible for loss or damage caused by acts of God, re, insects or rodents, rust, normal wear and tear, leakage, extremes in temperature or ambient moisture, inherent vice, latent defect, loss of market due to delay or any other consequential loss or damage, wars, strikes, riots, civil commotion or any other cause beyond the control of Company. Further Company shall not be responsible for breakage of any fragile items unless packed and/or unpacked by Company. In the absence of any visible signs of damage, Company shall not be responsible for the mechanical operation of any musical instrument, electronic device of any description or of any photographic equipment. Perishables of any description, which susceptible to damage through temperature changes or other causes incidental to general storage, are accepted for general storage at Customer's risk.

30. **Exclusions**. We shall not be liable for loss or damage of any shipment or other result caused by: (i) Acts of God, Perils of the Air, Public Enemies, Public

Authorities, acting with actual or apparent authority in the premises, Authority of Law, Quarantine, Riots, Strikes, Civil Commotions, Hazards or Dangers incidental to a State of War or Undeclared War; (ii) The Act of Default of the Shipper or Consignee; (iii) The Nature of the shipment, or any defect, characteristic or inherent vice hereof; (iv) Violation by the shipper or consignee of any of the rules contained in applicable tariffs, including, but not limited to improper or insufficient packing, securing, marking or addressing, and failure to observe any of the rules relating to shipments not acceptable or acceptable only under certain conditions; nor, (v) Compliance with delivery instructions from the shipper, consignee, or noncompliance with special instructions from the shipper or consignee not authorized by applicable tariffs.

31. **Special Instructions**. The parties acknowledge that special services or instructions may occasionally arise with respect to the Services. In such events, Customer shall provide Company with written requests as to its needs for such special service, and Company may provide the requested service upon payment by Customer of the associated charge for such services.

32. **Scope of Confidential Information**. From time to time during the term, either party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs, goods and services, forecasts, confidential information and materials comprising or relating to intellectual property rights, trade secrets, third-party confidential information, and other sensitive, competitive, or proprietary information, including without limitation any information specifically identified in an Attachment. Such information, whether disclosed or otherwise made available orally, in writing, by demonstration, or otherwise, in electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" constitutes "**Confidential Information**" hereunder. Notwithstanding the foregoing, Confidential Information does not include information that, at the time of disclosure:

(a) is or becomes generally available to and known by the public other than resulting, directly or indirectly, from any breach of this ARTICLE VII by the Receiving Party or any of its representatives;

(b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that the third party is not and was not prohibited from disclosing the Confidential Information;

(c) was known by or in the possession of the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party;



(d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or

(e) must be disclosed under applicable law.

33. **Protection of Confidential Information.** The Receiving Party shall, for three (3) years from receipt of the Confidential Information:

(a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and

(c) not disclose any of the Confidential Information to any individual, sole proprietorship, partnership, corporation, business trust, joint stock company, trust, unincorporated organization, association, limited liability company, institution, public benefit corporation, joint venture, entity or governmental body (each a "**Person**"), except to the Receiving Party's representatives who have a need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these terms and conditions or any Invoice.

The Receiving Party shall be responsible for any breach of this Section 33 caused by any of its directors, officers, employees, agents, and representatives.

34. **Representations and Warranties of Customer.**

(a) Right to Contract. Customer represents and warrants that it has the right and authority to contract with Company for the Services.

(b) Title. In tendering goods to Company, Customer warrants that it is either the owner, or the authorized agent of the owner, of the goods, and enters into any agreement with Company not only for itself but also as agent, and on behalf, of the owner.

(c) Documentation. Customer is responsible for completing any documentation required to be tendered to Company in connection with the Services ("**Service Documentation**"), as specified in the applicable Attachment, and warrants that all Service Documentation will provide full and accurate information as required for the applicable Service.

35. **Governing Law; Consent to Jurisdiction and Venue.** These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of California without giving consideration to principals of conflict of law. Customer and Company:

(a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Orange County, California;

(b) agree that any action relating to the Services performed by Company, shall only be brought in said courts;

(c) consent to the exercise of in personam jurisdiction by said courts over it, and

(d) further agree that any action to enforce a judgement may be instituted in any jurisdiction.

36. **Nonwaiver.** Failure of either party to insist upon performance of any provision of these terms and conditions, or to exercise any right or privilege herein, or the waiver of any breach of any of the provisions hereof, shall not be construed as thereafter waiving any such provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

37. **Credit Investigation.** Customer authorizes Company, its agents and affiliates, to conduct any credit investigations it deems appropriate, including but not limited to obtaining financial statements, credit reports, or other credit information, and authorizes the release to Company of any information, financial, personal or otherwise, as required for the purposes of the credit investigations, from any financial institution, credit reporting organization, reference, supplier, governmental authority, or any institution providing credit information that Customer deals with. Customer hereby directs any such financial institution, credit reporting organization, reference, supplier, governmental authority, or any institution providing credit information to provide all information requested to Company in relation to Customer. For the purposes of any applicable statute pertaining to the privacy of information this clause shall constitute full and sufficient consent for the collection, use and disclosure of information, as required for a credit investigation.

38. **Certificate Of Use.** Customer certifies that any request for the extension of credit is for business purposes only and not for the extension of credit for personal, family, or household purposes.

39. **Entire Agreement.** Customer agrees that the terms and conditions set forth herein shall constitute the entire agreement between Customer and Company and that all transactions between Customer and Company shall be governed solely by these terms and conditions. These terms and conditions may not be



modified except by prior written consent of Company. Company reserves the right to change these terms and conditions upon not less than 30 days' advance notice.

40. **Notice.** The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

41. **Accurate Information/Authority.** The undersigned certifies that all of the information submitted to Company is complete, factual, correct, and understands that Company will rely on the accuracy of this information in determining whether any credit may be extended. By signing below, the undersigned agrees to the terms and conditions stated herein and represents that they are authorized by Customer to execute this legally binding Agreement.

42. **Company as Independent Contractor.** Company shall be an independent contractor with respect to the performance of all Services performed on behalf of Customer and neither Company nor anyone employed by Company shall be deemed for any purpose to be the employee, agent, servant, or representative of Customer in the performance of any service or part thereof in any manner dealt with hereunder.

43. **Modification; Headings.** Company reserves the right to change, modify, add, or delete portions of these terms and conditions from time to time without further notice. Any attempt by Customer to unilaterally modify, alter or amend same shall be null and void. The headings contained in these terms and conditions are included for convenience and shall not affect the language included herein.

44. **Severability.** In the event any paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

45. **Force Majeure.** Company shall not be liable for any delay in performance of its obligations and responsibilities under an Invoice due to causes beyond its control, and without its fault or negligence, such as but not limited to war, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other promptly in writing, of delay.

46. **Notice.** Any notice or other communication required or permitted by these terms and conditions must be given in writing will be deemed given when received or delivered. Notice shall be given to Company to Company's registered agent and/or corporate officer via overnight delivery service (such as FEDEX or DHL). If to Customer at such address, physical or electronic, as furnished in the Invoice or such other address utilized or referenced by Customer in its correspondence with Company.

The undersigned Customer, to induce Company to open an account for Customer, and in consideration of each service provided which Company hereafter makes to Customer, hereby agrees as follows: (1) All such transactions shall be governed by the these terms and conditions; (2) Customer has examined and understands such terms and conditions; (3) Company shall have the right to make such investigation of Customer as Company may deem appropriate in its discretion, which shall include, without limitation, checking credit, business and personal references; and (4) Company shall have no obligation to extend credit to Customer, and Company may, in its discretion, terminate, at any time, any credit theretofore extended by Company to Customer.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Name (Printed): \_\_\_\_\_ Customer Title: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Witness Title: \_\_\_\_\_

**Notice:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6e and Pennsylvania Avenue, NW, Washington, DC 20580.



## PERSONAL GUARANTEE

In consideration of credit being extended by GLC to Applicant, I/we hereby personally guarantee to GLC payment of any obligation of Applicant and agree to be bound to pay GLC on demand any sum that may become due to GLC from Applicant. It is understood and agreed that this guaranty shall be a primary, absolute, continuing and irrevocable guaranty and indemnity for such indebtedness and will not be subject to any counterclaims, set-offs, other deductions or defenses. I/We hereby waive notice of default, non-payment or non-performance, dishonor, protest, presentment, diligence, promptness, creation, renewal, accrual, extension, proof or reliance and agree to be bound by all applicable terms and conditions set forth in this Application, including the Terms and Conditions. This Guaranty will not be released, discharged, terminated, modified, affected or impaired by any occurrences or circumstances whatsoever, including without limitation, any insolvency, bankruptcy, reorganization or other similar proceeding affecting Applicant or its assets or any negotiations or course of dealing between GLC and the Applicant. If any of the undersigned is not an "applicant for credit" under 12 C.F.R. Section 202.2(e) of the regulations enacted under the Equal Credit Opportunity Act of 1974 ("ECOA"), such person acknowledges that (a) this guaranty has been executed to provide credit support for Applicant under this Application, and (b) such party was not required to execute this guaranty in violation of 12 C.F.R Section 202.7(d) of ECOA. This guaranty shall be binding upon the heirs, administrators, successors and assigns of the undersigned.

## SIGNATURE

Signature:

Signature:

Print Name & Title:

Print Name & Title:

Date:

Date:



Dear Customer,

We thank you for selecting **GLC and affiliated brands** for your company's transportation needs. We pride ourselves in our commitment to professionally handle your shipment and will do everything within our power to make sure your shipment is delivered in perfect condition.

You should be aware, however, that circumstances outside of our control could damage your shipment while in transit. We, therefore, recommend you purchase **All-Risk Cargo Insurance** to cover your shipment while in transit.

Your shipment should be insured for its full CIF value, Cost of Goods---Insurance---Freight, plus 10%; this will insure that your company's total financial exposure is covered against any physical loss or damage during transit.

Please note that all transportation carriers limit their liability to amounts that simply won't cover the full financial exposures involved with your shipment. For example:

- Domestic transportation carrier's limit can be as low as .50 Cents per lb.
- International Air carriers limit is \$20.00 per Kilo
- International Ocean carriers limit is \$500 per shipping unit

In certain circumstances these carriers could have no liability to your shipment at all. For example:

- The delivery receipt was signed clean.
- The loss was a result of an Act of God or a strike or riot.

Global Logistical Connections, Inc. is pleased to confirm we can provide "All Risk" Cargo Coverage. Highlights of our insurance program are:

- "All Risk" Cargo Coverage
- Covers from Warehouse to Warehouse
- Storage Coverage Extensions as required
- Worldwide Network of Claim Settling Agents
- Negotiable insurance certificates as required by letters of credit
- A Professional Claims Processing Office, International Bond and Marine Brokerage, Ltd., who will represent you in the settlement of a claim
- Financially Sound Insurance Carriers
- Claims Control and Risk Management Services through our insurance partner, International kBond and Marine Brokerage, Ltd.
- A claims processing computer system with full automation of cargo claim adjusting, which will provide on-line service to access claim status and claim analysis reports.

Sincerely,

***GLC and Affiliated Brands***



## All Risk Insurance

GLC's Client Company Name: \_\_\_\_\_

Please confirm and select one below:

☐ **Purchase** "All Risk Cargo Insurance" for the following:

Shipment # \_\_\_\_\_ (Master Bill/House Bill/ Container #). \_

Shipment # \_\_\_\_\_ (Master Bill/House Bill/ Container #).

☐ **Decline** "All Risk Cargo Insurance" for the following:

Shipment # \_\_\_\_\_ (Master Bill/House Bill/ Container #). \_

Shipment # \_\_\_\_\_ (Master Bill/House Bill/ Container #).

☐ **Purchase** "All Risk Cargo Insurance" for **all** shipments that GLC is handling for our company.

☐ **Deny** "All Risk Cargo Insurance" for **all** shipments that GLC is handling for our company.

\_\_\_\_\_  
Client Representative Print Name

\_\_\_\_\_  
GLC Representative Print Name

  X  

  X  

\_\_\_\_\_  
Client Representative Signature

\_\_\_\_\_  
GLC Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Automatic Milestones/online Web-Tracker access

**Dear Valued Customer,**

Thank you for choosing Global Logistical Connections, Inc.

As part of our customer service experience, below you will enjoy access to automatic email status notification and our online web portal TRACKING system.

Please complete the below form with the contact information you would like to have access to these automatic notifications from the system.

Contact name: \_\_\_\_\_

Position: \_\_\_\_\_

Direct Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Please see our available automatic email notification milestones and put an X next to the notification you wish to receive, if you do not select any we will automatically set up all notifications.

IMPORTS	
New Milestones	Mark
Cargo Booked	
ISF commenced	
ISF Match	
Departure from first load port	
Import customs clearance commenced	
Arrival at final discharge port	
Customs cleared	
Estimated Delivery Date advise	
Cargo delivered	

EXPORTS	
New Milestones	Mark
Cargo Booked	
Export Cleared	
Departure from First Load Port	
Arrival at Final Discharge Port	



Warehouse Inbound Orders	
New Milestones	Mark
Created	
ETA	
Arrived	
Unloaded	
Put Away	
Finalized	

Warehouse Outbound Orders	
New Milestones	Mark
Entered	
Sent to Pick	
Finalized	
Released	

Sincerely,

***GLC and Affiliated Brands***