

## XpressRate.com Terms & Conditions

XpressRate.com provides a web site located on the internet at <http://www.xpressrate.com> and <http://www.expressrate.com> (collectively the "Site") that allows registered and approved customers (the "Customers") the opportunity to gain access to relevant industry information and match best NVOCC/Forwarder rates for International shipments (collectively, the services offered on the Site from time to time are referred to as the "Services"). This Agreement governs your use of this Site and the Services. The first portion of this Agreement includes terms relevant to all Services, and later sections of this Agreement contain specific terms for specific Services.

- 1. Agreement with Terms and Conditions.** This Agreement describes the terms and conditions applicable to your use of the Site and the Services. You (Applicants and Customers are sometimes herein referred to as "you" or "your") must accept all of the terms and conditions of this Agreement without modification in order to be considered for registration. You may accept the Agreement by clicking the "I Accept" button and completing the registration and/or shipping process, in which case you are stating that you are eligible for an account and that you agree to be bound by all of these terms and conditions of this Agreement.

XpressRate.com may amend the terms and conditions of this Agreement at any time by posting the amended terms and conditions on the Site, in which case, they shall take effect with respect to existing Customers 14 days following such posting. Alternatively, XpressRate.com may e-mail all Customers a notice of amended Customer's terms and conditions, in which case the change shall be effective immediately, or on the date indicated in such notice. XpressRate.com also reserves the right to modify, add to, delete or discontinue some or all of our services at any time in our sole discretion.

- 2. XpressRate.com and its Network.** XpressRate, LLC. is owned and operated by Catapult International, Inc. ("XpressRate.com"), 13632 W. 95<sup>th</sup> Street Lenexa, KS 66215. XpressRate, LLC. is a sales and marketing company matching the best domestic common carrier, domestic drayage, NVOCC or forwarder rates of International shipments through the website at [www.XpressRate.com](http://www.XpressRate.com) and/or [www.expressrate.com](http://www.expressrate.com). Neither XpressRate.com, Catapult International, Inc., or any of its related firms are common carriers, NVOCCs or International Forwarders. XpressRate.com solicits "best" rates from domestic common carriers, drayage providers, NVOCCs and International Forwarders that meet the requirements of appropriate shipping laws and regulations. Although XpressRate.com endeavors to provide "best" rates and seeks rate assurances from its carriers, NVOCCs and Forwarders, it cannot guarantee that any rate quoted will in all cases be the lowest rate provided by domestic carriers, drayage providers, NVOCCs or forwarders in the XpressRate.com network.

XpressRate.com's partner network consists of Ocean Non-Vessel Operating Common Carriers, Ocean Transportation Intermediaries, Licensed Air Freight Forwarders and carriers, DOT certified trucking companies and Small Package Carriers. XpressRate.com has non-exclusive sales agency agreements with all of the selected partners.

- 3. Eligibility; Business Purpose.** The Site and the Services are available to qualified participants who are capable of forming legally binding contracts under applicable law. XpressRate.com may refuse to accept an application for registration in its sole discretion and/or limit or deny a Customer's use of the Site and/or the Services at any time in its sole discretion.

To become a Customer, you must register as such by filling out and submitting the XpressRate.com Registration Form and by selecting a User Name and Password. By using the Site or the Services, you agree to be bound by all of these terms and conditions of this Agreement.

- 4. Fees, Payment Terms and Refunds.** You should check the fees and terms each time you participate in a transaction. You are responsible for paying all taxes applicable to any transaction or use of the Site or the Services and for all hardware, software, communications and other costs you incur to access or use the Site or the Services. XpressRate.com may, at its sole discretion and without limiting its other rights, limit or deny a Customer's use of the Site and/or the Services if any charges are unpaid when due.

XpressRate.com may impose a periodic Membership Fee, in an amount and frequency as provided on the Site. If a Membership Fee is applicable, it is due initially at the time the XpressRate.com Registration Form is submitted, and must be received prior to application approval. Thereafter, Customers must be current on their Membership Fees in order to be in good standing and able to use the Site and the Services. Membership Fees are subject to adjustment by XpressRate.com in the same manner as changes to the Fee Schedule.

If you are not approved for credit, you will be required to pay for services using a Credit Card account. Your Credit Card is subject to the Credit Card terms and conditions of use available on that site. XpressRate.com reserve the right to charge your Credit Card account for amounts due under this Agreement, including amounts past due on credit, adjustments to amounts due made by our partners following the initial transaction as a result of reclasses, reweighs or other criteria and other arrangements.

XpressRate.com will provide a full refund for shipments cancelled and paid by credit card within three business days of cancellation provided XpressRate.com is notified and provides confirmation of cancellation no later than 48 business hours prior to pick up from point of origin. In the event cancellation occurs beyond the 48 business hours prior to pick up, XpressRate.com will provide full refund minus any Equipment Ordered Not Used or Container Ordered Not Used fees charged by carrier or NVOCC plus an administrative charge of 15% of fee.

Any shipment booked under credit terms with XpressRate.com will be credited back to customer's balance within two-business days if XpressRate.com is notified and provides confirmation of cancellation no later than 48 business hours prior to pick up from point of origin. In the event cancellation occurs beyond the 48 business hours prior to pick up, XpressRate.com will credit back full amount minus any Equipment Ordered Not Used or Container Ordered Not Used fees charged by carrier or NVOCC plus an administrative charge of 15% of fee (no demurrage mentioned).

**Credit Check Authorization .** By submitting a Registration Form or becoming a Customer, you hereby grant XpressRate.com (including any of its employees, agents, affiliates or subsidiaries) permission, on an ongoing and recurring basis, to investigate and/or check your credit. This grant includes, but is not limited to, the right to retrieve, review and assess reports from third-party sources. For example, each applicant and Customer expressly consents, without limitation of the foregoing general grant, to the use of the applicant's or Customer's Dun & Bradstreet report, trade references provided by the applicant or Customer, and any other sources XpressRate.com may find useful or helpful in assessing the creditworthiness of applicant or Customer in connection with your status or any transaction via the Site. This grant shall be deemed to continue from the date of agreement to these terms and for so long as you are a Customer or applicant for registration or, if

later, until you have made full payment for all products or services purchased, sold or offered through the Site and full payment for all use of the Services. NOTWITHSTANDING THE FOREGOING, XPRESSRATE.COM IS UNDER NO OBLIGATION TO INVESTIGATE OR CHECK THE CREDITWORTHINESS OR SUITABILITY OF ANY CUSTOMER, AND YOU ACKNOWLEDGE AND AGREE THAT IT SHALL BE YOUR SOLE RESPONSIBILITY IN EACH INSTANCE TO VERIFY THE CREDITWORTHINESS AND SUITABILITY OF ANY OTHER CUSTOMER WITH WHOM YOU CHOOSE TO DO BUSINESS OR INTERACT WITH VIA THE SITE OR THE SERVICE.

#### **5. Access to the Site.**

- a. *Equipment and Connections.* Customer is responsible for providing all equipment necessary to access the internet and the Site. Access to the Site currently requires use of Microsoft Explorer 7 or higher.
- b. *Availability of the Site.* The Site is generally available 24 hours a day, 7 days a week. However, XpressRate.com retains the right to make the Site and Services unavailable from time to time for any reason, including scheduled and unscheduled maintenance, as well as for equipment or software failures. Customer agrees that XpressRate.com shall not be liable for any damages arising from any interruption, suspension or termination of the Site and/or the Services.
- c. *Use of Passwords.* Access to and use of the Site and the Services is through a combination of a User Name and Password. Each Customer will choose his or her own unique User Names and Passwords. No Customer or other person is authorized to access the Site or the Services using the User Names and Passwords of any other Customer. Each Customer organization is solely responsible for maintaining the confidentiality of the User Names and Passwords and for controlling access and use of the User Names and Passwords within the organization. You agree to notify XpressRate.com immediately in the event of any unauthorized use of your accounts, User Names or Passwords.

#### **6. System Integrity.**

- a. *Applicable Laws.* Customer agrees to comply with all applicable local, state, federal, and international laws, statutes, rules and regulations relating to Customer's use of the Site and the Services. Without limiting the foregoing, Customers are responsible for observing all applicable tariffs and trade laws.
- b. *No Unauthorized Access.* Customer shall not provide access to the Site to other persons through use of Customer's User Name or Password. The Customer is solely responsible to ensure that no other person utilizes Customer's User Names or Passwords. XpressRate.com is specifically not responsible for the use of any Customer's User Names or Passwords by another party. Customer shall be responsible for any damages or liability resulting from another party obtaining his or her User Names or Passwords. In addition, a Customer's continued membership in XpressRate.com is subject to termination by XpressRate.com in its sole discretion in the event of any unauthorized access to the Site by a person using such Customers' User Names or Passwords.
- c. *Malicious Intent.* Customer agrees not to tamper in any way with the software or functionality of the Site. Without limiting the foregoing, Customer agrees not to put any material into the Site or the Services which contains any viruses, time bombs, trojan horses, worms, cancelbots or other computer programming routines that may damage, interfere with, intercept or expropriate any system, data or information.

- d. *Maintenance of Confidential Information; Privacy.* Customer agrees not to disclose other Customers' confidential information, including, but not limited to, identity, terms and pricing. Customer agrees not to invade another Customer's privacy. This includes, but is not limited to, the breach or attempted breach of the security of another Customer's computer, software or data without the knowledge and express consent of such Customer. Use or distribution of tools designed for compromising privacy or security is strictly prohibited. XpressRate.com's use of information set forth on the Site will be made in accordance with the then current XpressRate.com Privacy Policy, the terms and provisions of which are herein incorporated by reference.
  - e. You may not without the prior written permission of XpressRate.com use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on this site or accessed through this site.
  - f. If you are under the age of 13, you may not use this Site.
- 7. Information posted on the Site.** Customer is solely responsible for information which it posts on the Site. XpressRate.com does not endorse or review any information posted on the Site by Customers or third parties. Customer agrees that XpressRate.com has no obligation to monitor content on the Site or links to other web sites contained on the Site, and expressly disclaims any responsibility to filter any such content. However, XpressRate.com may take any action with respect to such information it deems necessary or appropriate in its sole discretion if XpressRate.com believes such information may give rise to liability to XpressRate.com or other parties or interfere or impair XpressRate.com's relationship with any Customer.

Information posted on the Site (a) must not be fraudulent or involve the sale of stolen items; (b) must not infringe any third party's rights, including but not limited to copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (c) must not violate any applicable law, statute, rule or regulation; (d) must not be obscene, indecent or contain pornography; (e) must not be defamatory, trade libelous, threatening or harassing; and (f) must not link directly or indirectly to pages or sites outside of the Site. In addition, you may not post on the Site or sell on the Site any product or service which could cause XpressRate.com to violate any applicable law, statute, rule or regulation.

XpressRate.com discourages you from sending, posting, or otherwise communicating or transmitting to the Website or XpressRate.com any information that you consider confidential or proprietary. Please note that if you do send, post, or communicate any such information or material, XpressRate.com will assume that it is not confidential or proprietary, regardless of any notices to the contrary. By sending, posting, or communicating any information or material, you grant XpressRate.com and its affiliates an unrestricted, irrevocable license to use, sell, reproduce, display, perform, modify, transmit and distribute those materials or information, and you agree that XpressRate.com is free to use any ideas, suggestions, data, questions, concepts, know-how or techniques that you send, post, post or communicate, for any purpose with no compensation or rights of any kind due to you.

- 8. No Warranties/Limitation of Liability Regarding Information and Transactions.** The Site is not guaranteed to be or operate error free. XpressRate.com does not warrant that the Services will be

correct, accurate, reliable or uninterrupted, that defects will be corrected, or that the Services it makes available will be free from viruses or other harmful components, and you agree that your use of the Services is at your risk. Moreover, you acknowledge and agree that the Site is dependent upon the integrity and reliability of the computer hardware and software used by the various Customers, of telephone lines, other means of transmittal and the Internet in general, and of the information submitted by the Customers. Accordingly, it is the responsibility of the Customers to verify that information they have posted to the site has been recorded and is being displayed accurately in each instance. In the event of any inaccuracy, contact the site administrator immediately at support@xpressrate.com.

XPRESSRATE.COM MAKES NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, IDENTITY OR RELIABILITY OF ANY CONTENT OR ANY CARRIER, NVOCC OR FORWARDER AND WHETHER YOU SHOULD DO BUSINESS WITH SUCH CARRIER OR FORWARDER.

XPRESSRATE.COM MAKES NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY OF POSTINGS OR INFORMATION MADE ON THE SITE, AND SHALL NOT BE LIABLE FOR ANY INCORRECT POSTINGS OR INFORMATION, IT BEING THE SOLE AND EXCLUSIVE RESPONSIBILITY OF EACH CUSTOMER (WHETHER A BUYER OR SELLER) TO VERIFY THAT INFORMATION SUBMITTED BY IT TO THE SITE HAS BEEN SUBMITTED AND IS BEING DISPLAYED ACCURATELY.

- 9. Intellectual Property Matters.** The information on this site, including, without limitation, all design, text, images, press releases, and other information, is protected under United States and other copyright laws and is owned by XpressRate.com or used under license from the copyright owner. The information may not, except under written license, be copied, reproduced, transmitted, displayed, performed, distributed, rented, sublicensed, altered, stored for subsequent use or otherwise used in whole or in part in any manner without XpressRate.com's prior written consent, except for your own personal and noncommercial use, provided any copies include the copyright and other notices displayed with the materials on the Site. You may not distribute such copies to others, whether or not for a charge or other consideration, without prior written permission from XpressRate.com . XpressRate.com neither warrants nor represents that your use of materials displayed on the site will not infringe rights of third parties not owned by or affiliated with XpressRate.com . Any unauthorized use of any materials on the site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. You are advised that XpressRate.com will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of civil damages, penalties, injunctive relief and, if permissible, criminal prosecution.

XpressRate.com hereby grants you a limited right to access and use the software contained on this Site for your internal shipping needs only, pursuant to the terms of this Agreement. You may not modify, alter, reverse engineer, decompile, or disassemble, reverse compile or otherwise reduce to human readable form, or create derivative works of the software without the prior written consent of XpressRate.com or its licensors, as applicable.

All third party content published on the Site is property of the respective copyright owners and may not be copied or distributed in any way by Customers for commercial purposes.

The trademarks, logos, and service marks displayed on the Site (collectively the "Trademarks") are trademarks of XpressRate.com and its affiliates. Nothing contained on the Site should be construed as granting any license or right to use any of the Trademarks without the written permission of XpressRate. Unauthorized use of any of the Trademarks is strictly prohibited.

- 10. Limitation on Customer's Use of Information.** The information available to Customer at the Site is provided to Customer for the sole purpose of transacting business on the Site. Accordingly, Customer is granted, so long as it is in good standing under this Agreement, a nonexclusive right and license to use such for its internal business use only, and any copying, retransmission, republication, or other distribution of the information is strictly forbidden without the express prior written permission of XpressRate.com.
- 11. Linking .** Notwithstanding the preceding paragraphs, you are granted a limited, nonexclusive right to create a hyperlink to the Site provided (i) you do not remove or obscure the copyright notice or other notices on the Site, (ii) such link does not portray XpressRate.com or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner, (iii) you give XpressRate.com notice of such link by emailing support@xpressrate.com and sending an e-mail from our home page, and (iv) you immediately discontinue providing a link to the Site if so requested by XpressRate.com or its affiliates. You may not use a XpressRate.com logo or other proprietary graphic or trademark of XpressRate.com to link to the Site without the express written permission of XpressRate.com. XpressRate.com reserves the right to revoke this license generally, or your right to use specific links, at any time. Under no circumstances may you "frame" the Website or any of its content or copy portions of the Site to a server. Each page within the Site must be displayed in full (including all trademarks, branding, advertising and promotional materials), without any accompanying frame, border, margin, design, branding, trademark, advertising or promotional materials not originally displayed on the page within the Site.
- 12. Forward Looking Statements .** The Site may contain both historical and forward-looking information. Statements regarding potential global improvements at XpressRate.com operations, the financial environment in any given country, investments in information technology, financial results, global leadership, the secured transportation or home security business, operating profits, improvements in operating efficiencies, customer retention efforts and prospects to grow XpressRate.com involve forward-looking information which is subject to known and unknown risks, uncertainties and contingencies, which could cause actual results, performance and achievements to differ materially from those that are anticipated. Such risks, uncertainties and contingencies, many of which are beyond the control of XpressRate.com, include, but are not limited to, overall domestic and international economic and business conditions, the domestic and international demand for XpressRate.com's services, pricing and other competitive factors in the industry, new government regulations, and/or legislative initiatives, variations in costs or expenses and delays or problems in the implementation of information technology by XpressRate.com and/or any public or private sector supplier, service provider or customer.

XpressRate.com is not providing investment advice through this Site, and the material on this site should not be regarded as an offer to sell, or a solicitation of an offer to buy, any securities of XpressRate.com or its affiliates.

**13. Termination and Expiration.**

- a. *Termination Rights.* Either XpressRate.com or Customer may terminate this Agreement any time, at will, in writing or via e-mail. The Membership Fee, if any, is non-refundable.

- b. *Customer Obligations Upon Termination or Expiration.* Customer agrees that, upon termination of this Agreement, Customer will:
  - i. Pay all outstanding amounts due to XpressRate.com in full within fourteen (14) days.
  - ii. Honor all outstanding transactions in connection with use of the Site and pay all fees and charges due or to become due to XpressRate.com in connection therewith.

**14. Relationship between XpressRate.com and Customers.** Customer and XpressRate.com are independent contractors, and no agency, partnership, joint venture, employer-employee or other similar relationship is intended or created by Customer's acceptance of this Agreement, use of the Site or the Services.

**15. Dispute Resolution and Applicable Law.** This Agreement and the relationship between Customer and XpressRate.com shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its conflict of law provisions. Customer and XpressRate.com agree that any controversy or claim arising out of or relating to this Agreement, the relationship between Customer and XpressRate.com, or the use of the Site or the Services, shall be submitted to the personal and exclusive jurisdiction of the state courts located within Johnson County, Kansas and the federal courts located in Wyandotte County, Kansas.

**16. General Release and Indemnity.** Except to the extent expressly provided herein, XpressRate.com is not involved in the actual transactions between Customers. Accordingly, XpressRate.com has no control over the truth or accuracy of postings, the ability of sellers to sell products and services or buyers to purchase products and services. Because XpressRate.com is not involved in Customer to carrier/forwarder transactions, in the event of any dispute between you and a carrier/forwarder, you shall release XpressRate.com, its affiliates, agents and employees from any claims and damages of every nature (including, without limitation, actual, special, incidental and consequential), known and unknown, disclosed and undisclosed, arising out of or in any way connected with such dispute. As an additional condition of use, each Customer agrees to indemnify, hold harmless, and defend XpressRate.com, and each of its respective shareholders, affiliates, sub-contractors, agents, and employees against all such claims, and all claims, liabilities and damages incurred or allegedly incurred by any participating Customer of the Site, including but not limited to, any services sold on the Site for failure of a service to meet specifications or breach of warranty.

**17. Disclaimer of Warranties/Third Party Services.** IN ADDITION TO ANY OTHER DISCLAIMERS OF WARRANTIES CONTAINED HEREIN, XPRESSRATE.COM PROVIDES THE SITE AND THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. CUSTOMER AGREES THAT USE OF THE SITE AND THE SERVICES IS AT CUSTOMER'S SOLE RISK. XPRESSRATE.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, SEQUENCE, TIMING, ACCURACY OR COMPLETENESS OF THE SERVICES OR INFORMATION, OR THAT ANY SUCH INFORMATION MAY BE RELIED UPON FOR TRADING PURPOSES, AS WELL AS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AGENTS AND EMPLOYEES OF XPRESSRATE.COM ARE NOT AUTHORIZED TO MAKE WARRANTIES BINDING ON XPRESSRATE.COM. ACCORDINGLY ORAL OR WRITTEN STATEMENTS NOT INCLUDED IN THE

AGREEMENT DO NOT CONSTITUTE WARRANTIES, SHOULD NOT BE RELIED UPON AND ARE NOT PART OF THIS AGREEMENT.

CUSTOMER ACKNOWLEDGES THAT THE SITE MAKES AVAILABLE TO CUSTOMER THE OPPORTUNITY TO OBTAIN SERVICES PROVIDED BY INDEPENDENT THIRD PARTIES (THE "THIRD PARTY SERVICES"). CUSTOMER AGREES THAT IT WILL OBTAIN AND USE THE THIRD PARTY SERVICES SUBJECT TO THE SEPARATE TERMS AND CONDITIONS APPLICABLE THERETO, AS ESTABLISHED BY THE THIRD PARTY SERVICE PROVIDER. XPRESSRATE.COM HAS NOT MADE ANY WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE THIRD PARTY SERVICES AND THEY ARE AVAILABLE THROUGH THE SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER WILL LOOK SOLELY TO THE THIRD PARTY SERVICE PROVIDER, TO THE EXCLUSION OF XPRESSRATE.COM, IN CONNECTION WITH ANY DEFECTS, CLAIMS, WARRANTIES OR CAUSES OF ACTION RELATED TO THE THIRD PARTY SERVICES. ALL OF THE WARRANTY DISCLAIMERS SET FORTH ABOVE SHALL APPLY TO CUSTOMER'S ACCESS AND USE OF ANY THIRD PARTY SERVICES.

- 18. Limitation of Liability.** As a condition of membership to the Site, and in consideration of the Services provided by XpressRate.com, Customer agrees that neither XPRESSRATE.COM, nor any officer, affiliate, director, shareholder, agent or employee of XpressRate.com will be liable to Customer or any third party for any direct, indirect, incidental, special, punitive, or consequential Damages, including loss of profits, LOSS OF DATA, loss of earnings, loss of business opportunities, and damages, expenses, or costs resulting directly or indirectly from any cause whatsoever, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

The limitations set forth in this section apply to the acts, omissions, negligence, and gross negligence of XpressRate.com and its affiliates, subcontractors, employees, and agents, which, but for this provision, would give rise to a cause of action in contract, or any other legal doctrine. NOTWITHSTANDING THE FORGOING, IN NO EVENT SHALL XpressRate.com's CUMULATIVE LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING FROM CONTRACT, WARRANTY, NEGLIGENCE, TORT OR OTHERWISE, EXCEED, IN THE AGGREGATE AN AMOUNT EQUAL TO THE AVERAGE FEES PAID BY CUSTOMER ON A MONTHLY BASIS DURING THE THREE-MONTH PERIOD PRECEDING THE OCCURRENCE THAT GAVE RISE TO SUCH CLAIM.

- 19. Force Majeure :** Any delay or failure of performance of either party to these terms and conditions shall not constitute a breach or default of these terms and conditions or any Service order, or give rise to any claims for damages, if and to the extent that such delay or failure is caused by an occurrence beyond the control of the party affected, including, but not limited to, acts of governmental authorities, acts of God, the discovery of materially different site conditions, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, strikes, lockouts, or changes in laws, regulations, or ordinances. In the event that a party intends to invoke this force majeure provision, that party shall provide prompt notice to the other party as soon as possible after the occurrence of the event giving rise to the claim of force majeure.
- 20. Other General Provisions.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces any and all prior written or verbal agreements. Headings are for references only. XpressRate.com's failure to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between



Customer and XpressRate.com nor trade practice shall act to modify any provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect such provision in any other respect or any other provision of this Agreement, which shall remain in full force and effect. This Agreement may not be assigned or transferred to third parties by Customer without prior written permission from XpressRate.com. In the event of the termination or expiration of this Agreement, each provision hereby shall survive except for those requiring the provision of Services or access to the Site.

## **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SHIPPING SERVICES**

- 21. Transactions are between Customers and Carrier/Forwarder.** The Site is only a venue for Customers to solicit offers for shipping services. As a freight broker, XpressRate.com does not set, endorse nor verify the price, contract terms, quality, safety, conformance, condition or legality of the shipping services offered for sale, or the ability of carrier/forwarder to provide shipping services. XpressRate.com cannot and does not control whether either party will complete the shipping transaction, and XpressRate.com acts as a freight broker and is not the agent of either party with regard to providing transportation services to shippers. Customers are solely responsible for their ability to meet all financial commitments; and carrier/forwarder is solely responsible for its ability to meet all delivery commitments. XpressRate.com reserves the right, in its sole discretion, to refuse any shipment at any time. The carrier's tariffs shall apply to transactions conducted via this Service.
- 22. Freight Rates.**
- a. All rates quoted to customer either through the XpressRate.com website, via telephone, email or by any other means are valid at the time of quote only. No other period of time for its validity is express or implied.
  - b. Air Freight rates are based on the greater of actual or dimensional weight. If an Air Freight shipment contains oversize freight, additional charges and transit days may apply.
  - c. Terminal to terminal LCL ocean freight rates are on basis of w/m - weight or measure per cubic meter.
  - d. Terminal to terminal full container ocean freight rates are flat rates that are in the selected carriers'/forwarders' rate tariff as required by the Federal Maritime Commission. If an FCL ocean shipment contains overweight freight, additional charges and transit days may apply.
  - e. Domestic (U.S.) full container drayage rates are flat rates and are set by mileage from the origin location to final destination for the drayage carrier. If an FCL drayage shipment contains overweight freight or if the ultimate origin or destination is different from the location on the confirmed sales order, additional charges and transit days may apply. XpressRate.com reserves the rate to charge an additional adjustment fee for processing required in updating these charges to a sales order.
  - f. Domestic (U.S.) LCL inland rates may be based on the greater of actual or dimensional weight and/or a freight classification and are set by mileage from the origin location to final destination for the inland carrier. If an LCL inland shipment contains oversize freight, the dimensions or weight of the freight, freight class or if the ultimate origin or destination is different from the location on the confirmed sales order, additional charges and transit days may apply.

XpressRate.com reserves the right to charge an additional adjustment fee for processing required in updating these charges to a sales order.

- g. Rates are subject to minor variance and should be confirmed when booking. All rates are in U.S. Dollars.
- h. Hazardous, Perishable or Over-length (longer than 3.65m / 12ft) and other special or irregular cargo/goods are subject to surcharges and accepted after approval and rate confirmation only.
- i. FINAL PRICE is subject to certified weight and dimensions.
- j. DESTINATION CHARGES: Rates include origin handling charges, fuel surcharge and currency adjustment but is subject to all applicable destination charges if consignee refuses to pay destination charges (customs clearance, destination handling charges, delivery etc).

**23. United States Export Destination Charges .** International shipments are subject to destination charges and or other fees at the destination overseas and across the border. The charges are not included in XpressRate.com freight invoices. It is on consignee's account and must be paid by consignee directly at the destination receiving terminal. Destination charges may include but not limited by destination country customs duty, tax, VAT (value added tax), reloading, terminal handling charges, shipping documentation, custom forms filing etc. Consignee must clear their shipment through customs at the designated port of entry assigned by the carrier. Even though a destination agent should guide consignee in the complexity of destination country importing procedures, it is the responsibility of the consignee to arrange customs clearance. For most countries, consignee must pay all or part of destination charges at a port of entry. In the event Consignee fails to pay these charges and the freight is released to consignee, the Carrier, NVOCC or Forwarder and XpressRate.com reserve the right to collect any and all of these charges from the Shipper and/or customer via their XpressRate.com account.

#### **24. Payment.**

- a. For shippers that do not have a line of credit account with XpressRate.com, Credit Card payment is required. Customers that wish to agree to payment terms must complete a credit application. If payment terms are approved, the customer must comply with payment terms. Your use of this website and execution of an order is your agreement with payment terms as set forth.
- b. For those clients who are extended payment terms, the complete amount due must be posted to your account no less than two business days prior to pick up from origin. In the case of a pick-up less than two business days after booking, payment will be required at time of booking by credit card only. If payment is not completed within terms as set forth above then the associated shipments will be cancelled. Customer agrees that neither XPRESSRATE.COM, nor any officer, affiliate, director, shareholder, agent or employee of XpressRate.com will be liable to Customer or any third party for any direct, indirect, incidental, special, punitive, or consequential Damages, including loss of profits, LOSS OF DATA, loss of earnings, loss of business opportunities, and damages, expenses, or costs resulting directly or indirectly from cancellation of shipments.
- c. NOTICE: CONFIRMED FREIGHT RATES ARE VALID WITHIN 15 DAYS FROM THE DATE OF THE BOOKING.

- d. For payments by mail make it payable and remit to:

XpressRate.com  
P.O. Box 15465  
Lenexa, KS 66285

- e. XpressRate.com will cancel Express Release for Customer's cargo if payment is not received in time. In this event, Customer must provide a set of original Bills of Lading in order to recover Customer's freight at the destination. Express mail charges for this set of originals will cost Customer \$150 USD. We will not be held responsible for any demurrage or other charges at the destination connected to delays with the release. We will not be held responsible for any charges connected to any delay of customer's freight at any point on its way to the place of release. Any additional insurance will be canceled as unpaid on the time of express release cancellation as well. If not paid within three weeks from the day of arrival at the destination, the shipment will be considered abandoned and U.S. and destination security officials will be notified and additional fines levied. Return check fee is \$50.
- f. In certain cases XpressRate.com may choose to extend credit terms different from those set forth above (Par 25.b). For those clients extended these alternate terms, all charges are payable in US Dollars and are due and payable fourteen (14) days from the date of invoice and any payment which is past due shall be subject to an additional charge at the rate of 1-1/2% per month of the average outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. All funds received by XpressRate.com will be applied to the oldest (based on pick-up date) invoiced Bill of Lading that is outstanding. Overpayments do not accrue interest and are subject to Kansas State Law, including the Kansas Unclaimed Property Act. In the event XpressRate.com retains an attorney or collection agency to collect unpaid charges or for the enforcement of these Terms and Conditions, all unpaid charges will be subject to a late payment penalty of 33% and Customer shall also be liable for all attorneys and collection agency fees incurred, together with related costs and expenses. In relation to a customer and their related parties, all shippers, consignors, consignees, freight forwarders or freight brokers are jointly and severally liable for the freight charges relating to this shipment.
- g. In the event a customer does not qualify for alternate payment arrangements (Par 25.f) and shipment picks up without payment prior to pick up, XpressRate holds the right to either return the shipment to origin with payment for transit completed due immediately or may complete transit and apply alternate terms as outlined (Par 25.f) on that single shipment.
- h. The Customer shall be liable, jointly and severally, for all charges payable on account of such Customer's shipment, including but not limited to transportation, fuel and other applicable accessorial charges, including all adjustments issued by the carrier(s) after the shipment and all duties, customs assessments, governmental penalties and fines, taxes, and XpressRate.com's attorney fees and legal costs allocable to this shipment and/or all disputes related thereto. Unless otherwise agreed, Brokers scheduling shipments for clients shall be liable, jointly and severally, for all charges payable on account of such client's shipment. XpressRate.com shall have a lien on the shipment for all sums due it relating to this shipment or any other amounts owed by Customer. XpressRate.com reserves the right to amend or adjust the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information provided at the time of the original quote or if additional services by the carrier were required or otherwise authorized by the Customer to perform the pick up, transportation and delivery functions therein. Customer is permitted five (5) business days from the date of the invoice to

dispute any invoiced charges. If XpressRate.com does not receive a dispute within the allowable five (5) business days, the disputed item will be denied by XpressRate.com. If customer's payment terms require pre-payment (Pars 25 a. and b.) then customer's credit card on file will be charged the additional amount one-business day following notification of additional charges.

- i. All fees set forth herein are subject to adjustment for expenses and exchange rates for origins and destinations outside of the United States.

## **25. Incoterms.**

- a. All Import shipments into the United States that are Port to Door shipments are priced as Free on Board (FOB) origin port. The shipper overseas/border must deliver the shipment to the named port. Origin costs such as handling, document processing, and customs will apply to the shipper. Shipper will be required to pay these costs.
- b. All Export shipments out of the United States that are Door to Port shipments are priced as Cost and Freight (CFR or C&F) to destination port. The consignee overseas/border will be responsible for delivery, VAT or GST taxes, customs clearance, and any other destination costs.
- c. All Door to Door shipments are priced as Delivered Duty Unpaid (DDU). These shipments include the pick-up, delivery, and freight of the shipment. It does not include duties, taxes, and/or customs clearance.
- d. As directed by the customer, shipments may include customs clearance service fees. These charges do not include duties, taxes, and/or other customs clearance charges.
- e. As directed by the customer, shipments may include Shipment Export Declaration or Electronic Export Information processing fees for the preparation, transmittal and filing of the SED or EEI with the U.S. Federal Government along with retrieval and transmittal of the ITN code to the necessary parties. These charges do not include any other additional duties, taxes, and/or other customs clearance charges that may be related to the export of goods from the United States.
- f. If customer directs XpressRate to file the SED or EEI on their behalf, additionally the customer agrees to the following statement:

"I certify that all the statements and information contained in this document are true and correct, authorize XpressRate to act as our agent for the purpose of filing the Electronic Export Information (EEI) to the AES, and agree to the XpressRate.com Terms and Conditions."

## **26. Shipping Requirements and Restrictions.**

- a. IN ORDER TO SHIP THE FREIGHT, CARGO MUST BE BOXED, CRATED OR OTHERWISE PROPERLY PACKAGED. EVERY SINGLE SHIPPING UNIT MUST BE LABELED FOR THE SHIPPING PURPOSE WITH BOX/ITEM#, CONSIGNER AND CONSIGNEE ADDRESSES AND PHONE NUMBERS. CERTAIN OTHER RESTRICTIONS MAY APPLY. XPRESSRATE.COM AND ITS AGENTS RESERVE THE RIGHT TO

REFUSE ANY SHIPMENT DEEMED IMPROPERLY PACKAGED OR OTHERWISE IN VIOLATION OF SHIPPING REQUIREMENTS AND RESTRICTIONS.

- d. **Woodpacking Restrictions.** Only ISPM 15 certified and stamped wooden pallets and crates for international shipments are permitted. XpressRate.com and its agents will reject shipments on wooden pallets or crates that do not conform to ISPM 15 certifications or any other regulations, now and in the future, that may be required. Metal, plastic and plastic composite pallets and crates are permissible for shipment. Customer agrees that XpressRate.com and its agents shall not be liable for any damages, delays or additional charges arising from any violation of these regulations. Additionally, customer shall be obligated for any freight charges for transit completed as well as return transit related to the violation of these regulations.
- b. ONE BUSINESS DAY is required to execute complete scheduling. Beyond areas may require extended notification. ATTEMPTED PICKUP - Two business day advance notification for pickup scheduling changing is required to prevent \$150 attempted pickup charge.
- c. Unacceptable Shipments. XpressRate.com and its agents will not accept for transportation or be responsible for the following goods.
- i. Anything prohibited by law
  - ii. Banknotes, bills of exchange, bonds, certificates, coins, currency of any nation, deeds, evidence of debt, mortgages, uncanceled revenue or postage stamps, stock certificates, shares, share coupons, travelers checks, war savings and savings stamps, any form of negotiable paper or instruments.
  - iii. Gold and silver bullion, coined or un-coined, concentrates, cyanide, precipitates, sulfides or any other form of gold or silver bullion or precious metals including platinum.
  - iv. Gems, cut or uncut, precious or semi-precious
  - v. Human remains (cremated or disinterred)
  - vi. Liquor, beer, wine or spirits unless otherwise noted and approved by XpressRate.com on a per customer or shipment basis.
  - vii. Shipments not properly packed or of inherent nature such that transportation could not be furnished without loss or damage to these shipments (used containers, containers that are open, broken, rattle, etc).
  - viii. Live animals, birds, fish, reptiles, and insects.
  - ix. Furniture, household goods, personal effects, used-not for resale unless otherwise noted and approved by XpressRate.com on a per customer or shipment basis.
  - x. Shipments consigned to Post Office Boxes or "To Order Of"
  - xi. Firearms and ammunition.
  - xii. Any shipment requiring temperature controlled, refrigerated or frozen service
  - xiii. Shipments not expressly covered elsewhere but likely to cause damage to other shipments, equipment, crew or passengers
  - xiv. C.O.D. shipments
- d. Shipments Acceptable Under Special Conditions. Shipments in the following categories will be accepted for carriage only when advance arrangements have been made with XpressRate.com:
- i. Shipments with a declared value or insurance requested exceeding \$250,000.

- ii. Shipments requiring special handling devices, tailgate equipment, special attention or care en route
- e. Right of Inspection.
- i. As permissible by law, XpressRate.com and the carriers/forwarders/NVOCCs reserve the right to open and inspect shipments and to notify the appropriate authorities if they contain contraband, illegal materials or controlled substances. Charges for Weight Transportation charges for a shipment will be assessed on the gross weight of the shipment based on the greater of the following:
    - 1. Actual weight
    - 2. Cubic dimensional weight
    - 3. Minimum weight (where applicable)
  - ii. Cubic dimensional weight will be derived from the cubic measurement of the shipment in whole inches (length x width x height) on the basis of one pound for each 166 cubic inches (for Domestic Air) or 139 cubic inches (for International Air) or fraction thereof. Fractions of pounds will be assessed at the charge for the next higher pound. XpressRate.com and the carriers/forwarders may re-weigh and/or re-measure a shipment and re-rate it accordingly.
  - iii. As part of the anti-terrorism rules / regulations, inspection of freight that moves cross border (to or from Canada or Mexico) may result in carriers (Air, 9LTL, TL and Intermodal) applying charges to shipments inspected by US Customs. These random inspections are not known at time of shipment and therefore are excluded from all quotes. Any applicable costs associated with random border inspections will be the responsibility of Customer.
- 27. Additional Services and Fees.** Subject to the terms and conditions imposed by Carriers/Forwarders/NVOCCs, XpressRate.com shall endeavor to arrange the following additional services at their discretion. Additionally, customer actions or negligence may create situations in which additional fees or penalties are incurred. Any additional requirements, fees or shipping terms of carriers/forwards will apply to such services and/or penalties.
- a. **NO PICKUP.** Self-delivery boxed or crated cargo to origin station. Shipping charges are based on total chargeable volume. Weight is not a pricing factor\*\*
  - b. **REGULAR PICKUP.** Requires a 4 hour afternoon time window Monday through Friday.
  - c. **RESIDENTIAL PICKUP OR DELIVERY** is curbside-service - driver will load or unload cargo from driveway, front porch, garage or acceptable ground level loading area. XpressRate.com does not provide inside pickup or delivery service.
  - d. **COMMERCIAL LOCATION PICKUP OR DELIVERY** is considered **ONLY** from warehouses or commercially zoned areas which provide loading docks and/or adequate forklifts. Businesses located in a non-commercially zoned area do not apply and are subject to residential pick up or delivery (sec 28 c.) terms and conditions.

- e. SPECIAL PICKUP is a one hour time window service provided between the hours of 8:00 A.M. - 5:00 P.M., Mon - Fri. Central Standard Time. Charge is a flat rate in addition to pickup charge and may not be available in all circumstances.
- f. WEEKENDS, HOLIDAYS and AFTER-HOURS PICKUPS may be available at an additional cost when available.
- g. ALTERNATIVE PICKUP from a local moving/storage agent.
- h. LIFTGATE: This is a lifting mechanism on the truck used for any one piece exceeding 100 lbs. Applies to locations that do not have a loading dock or forklift (residence, small office, construction site, etc.). Liftgate is provided for additional fee per pickup when available.
- i. SKID & WRAP service may be available on a per shipment basis and will be charged according to fees noted at time of quote.
- j. ATTEMPTED PICK UP OR DELIVERY fees may be incurred if a shipper or consignee is not available to tender or receive freight during the window of time scheduled by the customer.
- k. DETENTION fees may be incurred if a shipper or consignee exceeds the standard two-hour window for loading or unloading FCL freight or timely loading or unloading is not available for LCL or Air freight.
- l. RE-WEIGH, RE-MEASURE OR RE-CLASS fees may be incurred in addition to the actual adjusted freight charges for any shipment found to be misrepresented in the original freight order.
- m. EQUIPMENT/ CONTAINER ORDERED NOT USED fees may be incurred if a customer orders a pick-up and subsequently cancels the order less than 48-Hours prior to the scheduled arrival of the truck or container.

## **28. Declared Value and Insurance.**

- a. Excess Value Protection: Some carriers/forwarders in the XpressRate.com network allow customers to obtain, at added cost, excess value protection for customers who elect to declare a value in excess of the values established by such carrier/forwarder. XpressRate.com will endeavor to include such option on the Site, but any excess value protection is subject to acceptance by and terms of the carrier/forwarder. Declared value protection provides additional protection, up to the approved declared value amount for available commodities, loss or damage caused by the negligence of the Carrier/Forwarder or NVOCC.
- b. Insurance: Some Carriers/Forwarders in the XpressRate.com network allow customers to obtain, at added cost, all risk insurance protection. XpressRate.com will endeavor to include such option on the Site, but any insurance protection is subject to acceptance by and terms of the Carriers/Forwarder or NVOCC. Insurance protection protects against loss or damage caused by adverse weather, earthquakes, etc. commonly described as acts of God.
- c. Misrepresentation: If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge of the

risk to the undertaken, the contract is void as to any property in relation to which the misrepresentation of omission is material.

d. Deductible: A deductible will apply on certain commodities.

e. Exclusions:

1. In no case shall insurance cover:

1.1 loss damage or expense attributable to willful misconduct of the Assured

1.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

1.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

1.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured

1.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein

1.6. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

1.7. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

1.8. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2. In no case shall this insurance cover loss damage or expense arising from:

2.1 unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

2.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

3. In no case shall this insurance cover loss damage or expense caused by

3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

3.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

3.3 derelict mines torpedoes bombs or other derelict weapons of war.

4. In no case shall this insurance cover loss damage or expense

4.1 caused by strikers, locked-out workmen, or persons taking part in labor disturbances, riots or civil commotions

4.2 resulting from strikes, lock-outs, labor disturbances, riots or civil commotions

4.3 caused by any terrorist or any person acting from a political motive

## **29. Booking Confirmation & Shipping Instructions.**

Customer will be able to schedule shipments on-line and receive an e-mail with complete Shipping Instructions. Customer must follow the Shipping Instructions. Failure following the Shipping Instructions may result in shipment cancellation, delay or unpredictable additional



charges. XpressRate.com will not be responsible for any problems which may occur due to failure in following the Shipping Instructions. The Shipping Instructions contain the shipper and consignee names, addresses, and contact information as well as shipment information – all provided by the customer. XpressRate.com does not take any responsibility for inaccurate shipping documents, nor for sufficiency of documents represented to all parties related to a shipment.

### **30. Shipping Documents**

- a. Based on the quote selected and accepted, the domestic, air way and ocean bills of lading will be created by the carrier/forwarder/NVOCC whose rate has been chosen. All Bills of Lading are NON-NEGOTIABLE. XpressRate.com does not and will not create international shipments on their own bills of lading because XpressRate.com is not a forwarder or NVOCC, but a sales, marketing and freight brokering company to the carriers/forwarders and NVOCCs. XpressRate.com retains the right to VOID all rate quotes and/or VOID all obligations to make any payments to a carrier/forwarder/NVOCC relating to a shipment in which customer utilizes any Bill of Lading not authorized or issued by the carrier/forwarder/NVOCC or XpressRate.com or alteration of said BOL or tendering of shipments to any carrier other than that designated by XpressRate.com. In the event customer uses unauthorized BOL, an administrative charge of \$50 may apply.
- b. After freight charges are paid and within one week, reasonable restrictions may apply, following Estimated Time of Departure (ETD) Express Release Bill of Lading will be e-mailed to the consigner. Mail or facsimile copies are available upon request. Express Release means that consignee does not have to provide any Bill of Lading originals in order to recover cargo at the destination. The Bill of Lading will show shipments routing and contact details of the destination receiving station. Consignee may contact the receiving station on the Estimated Time of Arrival (ETA). To avoid mistakes we suggest provide a copy of the Bill of Lading and let the destination receiving station know how to reach consignee once freight is available for the release.
- c. Copy of express release Bill of Lading via e-mail is free.
- d. Facsimile copies by request may incur an additional fee.
- e. If a set of original Bills of Lading is requested by mail for shipment to countries that DO NOT accept express releases then you may be assessed an additional charge of \$50 or more. Requests for mail shipment of Bills of Lading in the U.S. incur a fee of \$10. Requests must be in writing and paid in advance.
- f. If carrier/forwarder/NVOCC requires a set of original Bills of Lading for shipments to countries that DO accept express release, then a \$50 fee will be added in addition to mailing fees above.
- g. If XpressRate.com does not receive the final payment within terms then XpressRate.com will cancel Freight Express Release at the destination. In this event consignee must provide a set of original Bills of Lading to recover the cargo at the destination, we will assess an express mail charge of \$150 USD. XpressRate.com will not be responsible for any demurrage or other charges connected to delays in the release and you hereby release us from liability with respect to such delays. XpressRate.com will not take any responsibility for any charges connected to any delay of customer's freight at any point on its way to the place of release. Any additional

insurance will be canceled as unpaid on the time of express release cancellation as well. If not paid within three weeks from the day of arrival at the destination, the shipment will be considered abandoned and U.S. and destination security officials will be notified and additional fines levied. Return check fee is \$50.

### **31. Transit/Sailing Time**

- a. No shipments have a Guaranteed Transit time. All estimated time of arrivals (ETA's) are estimates only. There is no "Money-back Guarantee" policy. Please allow extra time beyond the estimated transit for the shipment in the event of any delays. For Sea Freight transit/sailing time and vessel schedule provided in shipment details is not precise. Estimate Time of Departure (ETD) and Estimate Time of Arrival (ETA) cannot guarantee a specific transit time.
- b. Any reference to "GUARANTEED" on XpressRate.com website is related to available capacity on quoted cargo vessel and any association to transit time is not express or implied.
- c. Shipments that require more than Packing List and Commercial Invoice may require more transit time.
- d. OCEAN-RAIL-TRUCK SHIPMENTS: If the shipping documents indicate that a port of discharge is different from the final destination (Place of Delivery by Carrier), then cargo will discharge first at the port of discharge and continue traveling to its final destination. Estimate Time of Arrival (ETA) on customer's Bill of Lading (BOL) for such shipments is to the first port of discharge, NOT TO THE FINAL DESTINATION. Arrival to the final destination requires additional time. For more precise ETA to the FINAL DESTINATION contact customer's destination agent indicated in customer's BOL in 10-15 days after ETA to the port of discharge for the transshipment.
- e. If for any reason destination terminal will not contact consignee and/or notify party after Estimate Time of Arrival (ETA) it is strongly recommended to notify the destination terminal indicated within the 'FOR DELIVERY/PICKUP PLEASE APPLY TO' field of customer's Bill of Lading in few days after the ETA. It will insure that customers are prepared for recovery of customer's freight and avoid possible storage or demurrage charges.
- f. NOTICE: The final destination station may only be notified a few days prior to customer's cargo's arrival. We recommend that customer contact customer's destination agent, send them a copy of customer's express release Bill of Lading, confirm the consignee's contact info, and wait for an arrival notice from them.

### **32. U.S. Customs Export Regulation**

- a. According U.S. Customs Export regulation Household Goods or Personal Propriety shipments of total value above USD\$2500 must be declared to the U.S. Census Bureau's by filing in AES at <http://www.aesdirect.gov/>.
- b. All commercial shipments regardless its values are subject to filing Shipper's Export Declaration (SED) in AES at <http://www.aesdirect.gov/>.

- c. Shipment CANNOT be shipped without AES SED#, if required. XpressRate.com will not be held responsible for delays and/or charges that may occur due to lack of SED filing and you hereby release us from liability with respect to such delays.
- d. Consigner may file SED independently and provide us with AES Internal Transaction Number (ITN) prior to exporting. Otherwise XpressRate.com may complete SED on exporter's behalf based on the commodity description provided in Packing Lists or Commercial Invoices for additional charge of \$25 USD. The filing is limited by up to three Harmonized Tariffs# at \$30 USD per Harmonized Tariff# thereafter. (Household Goods Shipments as a rule require just one Harmonized Tariff#). These fees are subject to change at any time.
- g. If customer directs XpressRate.com to file the SED or EEI on their behalf, additionally the customer agrees to the following statement:  
  
“I certify that all the statements and information contained in this document are true and correct, authorize XpressRate.com to act as our agent for the purpose of filing the Electronic Export Information (EEI) to the AES, and agree to the XpressRate.com Terms and Conditions.”
- e. Consigner must indicate the request for SED filing while booking a shipment or in a separate e-mail 72 hours prior to Estimate Time of Departure (ETD) for this shipment.
- f. SOCIAL SECURITY NUMBER (SSN) or U.S. FEDERAL TAX ID# (EIN) MUST BE PROVIDED IN ORDER TO FILE SED.

### **33. Filing of Claims**

- a. Customer is responsible for filing Overage, Shortage, and Damage claims. XpressRate.com is not and cannot be the defendant of such claim because of its status of a marketing/sales and brokerage agency. The claim must be filed with the selected carrier/forwarder directly. At its discretion, XpressRate.com may assist with the filing of a claim. This assistance does not change the status of XpressRate.com as a marketing/sales and brokerage agency and any liability previously waived.
- b. If a claim arises, the Customer should contact XpressRate.com and inform them of the claim. If requested, XpressRate.com will retrieve the required forms from the carrier/forwarder and forward to the Customer. It is, however, the customer's responsibility to complete the required forms and submit back-up documentation such as invoice or delivery receipt. Payment to XpressRate.com shall not be interrupted or ceased because of a claim.
- c. XpressRate.com rejects any claims based on fines or chargebacks assessed by the customer directly or by its customers or affiliates indirectly. XpressRate.com is not responsible for fines or chargebacks levied against customer for failure to comply with its affiliates policies or programs.