DACHSER

PROJECT CARGO TERMS AND CONDITIONS

Except as provided for in these Project Cargo Terms & Conditions ("T&Cs"), all Project Cargo Transactions shall be governed by Contractor's Standard Terms & Conditions, applicable bill of lading/air waybill contracts of carriage terms and/or applicable tariffs, copies of which can be viewed online http://www.dachser.com/us/en/General-Terms-Conditions_315.htm or are available upon request. To the extent there is any conflict between these T&Cs and the Standard Terms & Conditions and/or bill of lading/air waybill contracts of carriage and/or applicable tariffs, the terms of these T&Cs shall prevail.

1. INCORPORATION: These Project Cargo Terms and Conditions ("Terms and Conditions") are incorporated into the Price Quotation issued by Contractor and shall become binding upon Customer and Contractor once Customer gives Contractor direction to proceed. If Customer directs Contractor to proceed but such direction to proceed is given beyond the expiration date indicated on the Price Quotation, the Price Quotation shall be deemed modified as to prices, equipment and space availability as of the date of such direction as determined by Contractor. Any such direction to proceed from Customer shall constitute Customer's acceptance of any modification of the price quote.

2. COMMENCEMENT OF SERVICES: Customer shall tender and/or otherwise make available the Project Cargoes and all facilities associated therewith at the point of origin on the commencement date identified in the Price Quotation, with Contractor to thereafter provide or arrange transportation services as identified in the Price Quotation to effect delivery of the Project Cargoes to the point of destination. Customer is liable for any and all costs, expenses, and charges incurred by Contractor in reliance on Customers' acceptance of the price quote as set forth in Price Quotation or otherwise and these Terms and Conditions once Customer directs Contractor to proceed regardless of whether any Project Cargoes are tendered to Contractor or the shipment is completed

3. PROJECT TEAM: The transportation of the Project Cargoes will be effected through a Project Team consisting of representatives of both Contractor and Customer. The Project Team will consist of a Team Leader and a Transportation Coordinator provided by Contractor and a Customer's Representative and a Technical Consultant provided by Customer.

The Team Leader will have the overall responsibility for keeping the parties informed and working together cooperatively throughout the project. The Transportation Coordinator will be responsible for knowledge of the transportation vendors, equipment and methods to be utilized, coordinating transportation services among Contractor, Customer and the various vendors involved, and interfacing with the Technical Representative to provide transportation vendors with technical information relating to the Project Cargoes. Customer's Representative shall be responsible for coordinating Customer services and personnel with Contractor and Contractor's transportation vendors. The Technical Representative shall be responsible for having technical information relating to the Project Cargoes, providing such technical information (weight, dimension, centers of gravity, handling requirements, lifting points, material characteristics, etc. as well as other data, drawings and engineering) to the Project Team, Contractor and Contractor's transportation vendors, and providing input and supervision with respect to transportation equipment and methods throughout the project.

Contractor's requests for information relating to the Project Cargoes shall be disseminated amongst the Project Team. Customer's advice and recommendations relating to transportation equipment and methods shall also be directed to the Project Team. It shall be the responsibility of the Project Team to resolve problems and concerns of either party relating to the transportation of the Project Cargoes.

Contractor may at any point add other persons and positions to the Project Team. The Project Team, at Customer's expense, will have the responsibility for evaluating and appointing any additional technical consultants and/or engineers required for the project, and shall specifically be responsible for engaging any surveyors required for the transportation services.

The determinations made by the Project Team and those which it has engaged to provide services shall be final and binding upon the parties. The Project Team shall develop a Project Schedule which shall be updated weekly, or as necessary, and provided to the parties. The Project Team shall meet or confer as necessary throughout the duration of the project. Project Team representatives shall be available as necessary to respond to inquiries and/or emergencies throughout the duration of the project.

4. RESPONSIBILITY OF CONTRACTOR:

A. Contractor shall provide a Leader and Transportation Coordinator to the Project Team.

B. Contractor shall arrange for or directly provide the transportation services with respect to the Project Cargoes, including associated labor, personnel, materials, equipment and conveyances as set forth in the Price Quotation.

5. RESPONSIBILITY OF CUSTOMER:

A. Customer shall provide a Representative and Technical Consultant to the Project Team.

B. Customer shall, at its expense, provide the policy of cargo insurance upon the Project Cargoes, as identified in these Terms and Conditions below.

C. Customer shall, at its sole expense, engage in its name or provide directly all transportation services relative to the Project Cargoes which are not specifically identified in the Price Quotation as to be provided by Contractor, including associated labor, personnel, materials, equipment and conveyances.

6. CONTRACTOR AGREEMENTS: Contractor agrees that:

A. all transportation services which it is to provide shall be performed with due dispatch, but Contractor does not warrant any particular vessel, speeds or arrival/departure times;

B. it shall procure transportation services and/or equipment to be used to transport the Project Cargoes under these Terms and Conditions subject to the right of the Project Team to review and approve all aspects of the contemplated transportation services; and

C. other than the foregoing, neither Contractor nor any conveyance shall be held to any warranty whatsoever, express or implied, including without limitation any warranty of air, road or seaworthiness, any warranty of fitness/suitability for any purpose/use or any warranty of workmanlike performance or service.

7. CUSTOMER REPRESENTATION AND WARRANTIES: Customer represents and warrants that:

A. it is the owner of the Project Cargoes and further warrants that these Terms and Conditions shall bind the exporter, importer, sender, receiver, owner, consignor, consignee, transferor and transferee of the Project Cargoes as well as anyone else claiming by or through them, and all assignees or transferees of the foregoing, all of whom shall be included within the term and have the obligations of “Customer” as stated herein. If more than one person or entity is a “Customer” under these Terms and Conditions, then all of Customer’s representations, warranties, indemnities, agreements, consents, and waivers under these Terms and Conditions shall be joint and several. Contractor may exercise its rights and remedies upon the breach or default by any one person or entity constituting the Customer (with or without exercising rights or remedies against the Project Cargoes, any other property, or any other person or entity), and such exercise shall not be deemed a waiver of Contractors rights as to any person or entity constituting the “Customer” or the Project Cargo;

B. all information, instructions and particulars relating to the Project Cargoes and/or the contemplated handling and transportation provided by or on behalf of Customer, including their nature, description, special characteristics, marks, number, weight, volume, centers of gravity, lifting points, etc. shall be accurate and complete; all wooden items, including those used in dunnage or packaging, shall be stamped as “treated wood as per Quarantine International ISPM regulations”; and all appropriate and required import or export control paperwork shall accompany the Project Cargoes, the accuracy and completeness of which is the sole responsibility of Customer. Customer warrants that iron and steel Project Cargoes are distinctly and permanently marked with oil paint and that every bundle is securely fastened and metal tagged so that each piece or bundle can be distinguished at the port of discharge. Customer agrees that any statement hereon by Contractor that iron, steel or metal Project Cargoes of any description have been shipped in apparent good

order and condition does not involve any admission by Contractor as to the absence of rust; fresh water damage; or deterioration between tin plates, galvanized iron, or metal sheets for which Contractor accepts no responsibility or liability;

C. all documentation, certifications, authorizations, permits and licenses required for the Project Cargoes and/or the contemplated handling and transportation (other than those which have been specifically identified as the responsibility of Contractor in these Terms and Conditions) shall be provided by Customer at its risk and expense;

D. hazardous, dangerous, inflammable, or potentially damaging Project Cargoes (including radioactive materials) ("Hazmat") will be disclosed in advance by Customer to Contractor and will not be required to be transported by Contractor without the prior written assent of Contractor. Customer warrants that such Project Cargoes will be distinctly marked on the outside so as to comply with all applicable laws, regulations, or carrier rules or requirements applicable to Hazmat cargo. Customer warrants that all Hazmat cargo shall be properly packed to withstand the rigors of the mode(s) of transport by which they will be shipped. Customer warrants that it shall tender all documentation required by law, regulation or rule for transport of Hazmat cargo in proper form and complete and accurate as to particulars and substance. If any Hazmat cargoes are delivered to Contractor without Contractor's written assent, proper marking, properly packed and/or properly documented, or if in the opinion of Contractor the Project Cargoes are likely to become dangerous, hazardous, inflammable, or of a damaging nature, Contractor may, in its sole discretion, destroy, abandon, or dispose of such Project Cargoes without any liability or compensation to Customer. Customer further agrees to indemnify and hold harmless Contractor against any and all claims, losses, damages, or expenses arising in consequence of the carriage or handling of the Project Cargoes.

E. all facilities at the points of origin, destination, as well as all those intermediate thereto, shall be available, accessible, level, of even surface, safe and capable of supporting the Project Cargoes without any loss/damage to the Project Cargoes, any such facility, any overhead, surface or underground utilities, or any adjacent structures (including without limitation roadways, docks, piers and dock aprons);

F. except to the extent specifically identified in these Terms and Conditions as being the responsibility of Contractor, the Project Cargoes, including without limitation Hazmat cargoes, shall be properly marked, packed, internally blocked and braced and supported, and otherwise protected and in all respects ready, fit and suitable for handling and transportation as contemplated, including without limitation for open, on deck, or below deck transportation by vessel and exposure to wind, weather and sea, as well as the natural rolling, pitching, twisting, bending and other vessel movements and all Project Cargoes shall be free of dirt, mud, oil, grease etc. Unless otherwise agreed to by the parties in writing prior to shipment, Customer agrees and consents that Project Cargoes may be transported open deck, on deck, below deck, or any other manner as Contractor deems fit;

G. equipment, containers, pallets and/or similar articles of transport supplied by or on behalf of Contractor shall be returned to Contactor in the same order and condition as handed over to Customer, with the interiors clean and within the time frame advised by Contractor. Customer is liable for and will indemnify Contractor for any loss, damage to, or delay, including demurrage and detention incurred by or sustained to equipment, containers, pallets, or similar articles of transport;

H. the Project Cargoes are legal, and the contemplated handling and transportation will not violate any law or regulation. Customer further warrants that it is and shall remain in compliance with all applicable laws and regulations, federal, state and local, including without limitation anti-corruption laws such as the U.S. Foreign Corrupt Practices Act ("FCPA"), U.S. Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), U.S. Anti-Boycott regulations and the various U.S. economic sanction programs administered by the Treasury Office of Foreign Assets Control ("OFAC"), and Transportation Security Administration Regulations, and that the information which Customer provides to Contractor in connection with Customer's compliance with such laws and regulations is and shall remain complete, true and correct. Customer shall also comply with all laws and regulations of any country to, from, through or over which the Project Cargoes may be carried. Customer shall indemnify, defend and hold Contractor harmless against any and all claims, losses, demurrage, detention or damages arising from the conduct of Customer or any of its officers, directors, employees, agents, and owners or other persons working for or with Customer under these Terms and Conditions, which constitutes a violation of any applicable law or regulation, any of the Customer's obligations, warranties and representations set forth in these Terms and Conditions, any other agreement with Contractor, or any other agreement involving the Project Cargoes; and

I. Project Cargoes that do not comport with these representations and warranties and Terms and Conditions may be rejected. In addition, notwithstanding anything else in the Agreement or Article 7, in the event that the Customer's Representations and Warranties are incorrect or breached, whether knowingly or not, the Price Quotation shall be deemed void and subject to re-quotation, it being understood that the Contractor relied on the Representations and Warranties as a material part of the basis for calculation of the Price Quotation.

J. The provisions of this Article 7 of the Terms and Conditions shall survive termination of the Project, for any reason.

8. FEES, PAYMENT, DELAY CHARGES AND LIENS

A. Fees: Contractor's fee for the services shall be as set forth in the Price Quotation and these Terms and Conditions. If Contractor is requested by Customer to advance charges or is required to advance charges to obtain favorable rates or contracting for Customer, an additional fee shall be applied to such advances. Contractor is authorized, but is not required in any way whatsoever, to advance any charges. All charges relating to the Project Cargoes and/or transportation services shall be paid by Customer directly to Contractor. Customer is responsible and liable for any and all charges relative to the Project Cargoes. Charges include those specifically identified in the Price Quotation as well as all other charges necessarily incurred to provide the transportation services, and/or which are incurred relative at any stage before, during or after the course of transportation of the Project Cargoes; charges include but are not limited to: deadfreight, demurrage, detention and delay charges and penalties; taxes of every type and nature; customs duties and charges for entry; inspection, clearance, etc.; export charges; additional handling, sorting and storage charges; overlength, overwidth, overweight, and overheight charges; reweighing and remeasuring charges; loading, stowage, securing, seafastening, and lashing charges; repacking, repackaging and resecuring charges; highway tolls and escort charges; additional permits, authorizations, licenses; dockage, wharfage, harbor and port charges; charges for reinforcing and/or constructing roads, bridges, bypasses, and other such structures; fuel, security, emergency and any other surcharges; and currency fluctuations.

B. Payment: Deposit and advance payments for fees and charges must be made when and as identified in the Price Quotation, with such deposit/advance payments to be a credit upon Customer's obligations for payment/reimbursement. Contractor has the right to terminate services immediately if any payment, including deposit/advance payment, is not made when due. All payments are due in the currency and within the time period set forth in Contractor's invoice, without deduction, abatement, counterclaim or setoff. Contractor is entitled to payment of all fees and charges due hereunder and to receive and retain it irrevocably under any circumstances whatsoever, whether or not the Project Cargoes are tendered, lost, damaged or delayed or whether the carriage of the Project Cargoes is interrupted or abandoned. Interest on payments which are due but which have not been made shall accrue at the rate of one and a half percent (1.5%) per month (19.72% annum) from date due until paid in full.

C. Delay Charges: At any point at which Customer directly or indirectly causes delay, withholds review or approval or alters, changes or adjusts any aspect of the operations, or in the event conveyances or the transportation services provided by Contractor are otherwise frustrated, delayed or interrupted for any reason whatsoever, including without limitation epidemics; quarantines; ice; labor troubles; labor obstructions; weather and/or sea conditions; strikes; riots; boycotts; lockouts (on board or ashore); congestion; port closure; the lack of access to any origin, intermediary or destination site; force majeure events; act of God; safety conditions; all resulting delay related expenses and charges, including, without limitation container detention, storage and demurrage charges, shall be paid by Customer to Contractor. Delay charges shall continue until such delay has ended and transportation services or the applicable portion thereof may continue. Additionally, Contractor may declare the voyage terminated and discharge the Project Cargoes at a near, or nearest possible, accessible port to be declared by Contractor, in which case any discharge shall be deemed true fulfillment of services by Contractor. Customer shall also be responsible for any additional and/or unanticipated costs, charges and expenses arising out of or related to any such delay and agrees to indemnify, defend and hold Contractor harmless from any and all delay charges, claims or expenses of whatever nature.

D. Taxes: Any taxes or other governmental charges arising out of or relating to any aspect of the transportation of the Project Cargoes, including the transportation services provided by Contractor under these Terms and Conditions, shall be the responsibility of Customer and either paid directly or reimbursed to Contractor, except such taxes applicable to Contractor by virtue of its receipt of its fee as set forth herein.

E. Lien: As security for any existing and future indebtedness and obligations of the Customer to Contractor, including claims for charges, expenses, indemnity obligations, delay charges, or advances incurred by the Contractor in connection with any shipment or transaction of the Customer, and whether or not presently contemplated by the Customer and Contractor, the Customer hereby grants to the Contractor a continuing lien and security interest in any and all property of the Customer (including goods and documents relating thereto) now or hereafter in Contractor's possession, custody or control or en route (the "Collateral"). This lien and security interest shall be in addition to any other rights Contractor has or may acquire under any other agreements and/or applicable law, and shall survive delivery or release of any Collateral.

If any indebtedness remains unpaid, Contractor may, in addition to any other rights it has under other agreements and/or applicable law, exercise any or all of the rights of a secured party under the Uniform Commercial Code now in effect in the State of New York. Any notice required to be given by the Contractor of a sale or other disposition or other intended actions with respect to any Collateral, or otherwise, made by sending same to the Customer at least ten (10) days prior to any proposed action shall constitute fair and reasonable notice to the Customer. Any surplus from a sale or other disposition of Collateral, after application of the proceeds to the costs of enforcement and sale or other disposition (including attorneys' fees) and to the indebtedness and obligations shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale.

9. TRANSPORTATION LIBERTIES: Contractor shall be at liberty to call at any port/place to replenish fuel, oil, stores or other necessaries and/or make repairs; Contractor may deviate for the purpose of assuring the safety of and/or to inspect the Project Cargoes, to adjust (sea) fastenings/lashings and/or resecure/restow the Project Cargoes, or in an attempt to save life at sea; Contractor may select any route or speed believed reasonable under the circumstances; in the event of accident, danger, damage, disaster or other event occurring after departure of a conveyance which in the opinion of Contractor prevents or may prevent the safe completion of such trip/voyage, Contractor may call at any port/place and cause the Project Cargoes to be discharged/unloaded and stored at Customer's expense.

10. CARGO INSURANCE: As a condition precedent to Contractor's performance under these Terms and Conditions, Customer shall, at its sole expense including premiums, deductibles and all other policy related charges, procure and maintain all risk first party cargo insurance upon the Project Cargoes to their full delivered value(s) plus the costs of freight and insurance, with such policy specifically endorsed to provide waiver of subrogation by Customer against Contractor, as well as all surveyors, engineers, subcontractors, consultants and other persons and entities in any way involved with the sale, purchase, loading, stowing, trimming, securing, lashing, discharging and/or transportation of the Project Cargoes. Customer shall solely rely upon such policy for any loss/damage to or howsoever involving the Project Cargoes or their transportation.

11. LOSS/DAMAGE

A. Generally: Subject to subsections B, C, D and E, below, Contractor's liability with respect to the Project Cargoes, and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be the lesser of the actual cost to repair, replace and/or deliver the Project Cargoes or ten cents ($0.10) per pound, not to exceed in either case the sum of $100,000.00 per claim, per project. However, if Customer has declared in writing to Contractor a higher valuation for the Project Cargoes and Contractor has agreed in writing to accept such higher valuation, then Customer shall pay increased fees to Contractor and Contractor's liability shall be the lesser of the higher value so declared and agreed or the actual cost to repair, replace and/or deliver the Project Cargoes. Contractor shall not be liable to Customer or any other claiming by, through or with respect to the Project Cargoes, whether for loss, delay, shortage, misdelivery, failure to deliver or otherwise, or in tort, contract or upon any other theory, other than as set forth in these Terms and Conditions, and Customer agrees to indemnify and hold Contractor harmless (including legal fees and costs) from any illness, injury or death of any person, or damage to any property, or any other loss, damage, expense, liability, claim, lien, penalty, delay, and/or suit arising out of or in any fashion relating to the Project Cargoes or any act or omission of Customer, including but not limited to any damage to any vessel, dock or other equipment used at any stage of transporting, loading, or discharging the Project Cargoes however so caused.

B. Transportation by Air: In the event of international transportation by air, Agreement, Air Waybill and the Montreal Convention will be applicable. In such an event, the transportation by air shall be subject to said Convention and

Contractor's Air Waybill and the limitations of liability set forth therein shall apply for all loss or damage to the Project Cargoes transported by air.

C. Transportation by Water: In the event of transportation by water, the U.S. Carriage of Goods by Sea Act (COGSA) shall be incorporated into these Terms and Conditions and be applicable. In such an event, the transportation by water shall be subject to COGSA and Contractor's liability for loss/damage to the Project Cargoes or portion thereof transported by water shall be limited in accordance with COGSA. For purposes of COGSA, the single largest Customer provided unit, such as a single container, flatrack, platform, trailer or pallet, whichever is largest, or an entire machine or piece of equipment, shall constitute the "package", rather than any individual contents, boxes or pieces thereof, or in or on such unit.

In addition, in the event of transportation by water the following provisions shall apply:

(1). General Average: General average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, at such port or place selected by Contractor and as to matters not provided for by said Rules according to the laws and usage of the Port of New York, with the Tug and Barge(s) not deemed involved in a common maritime adventure unless each such vessel is actually and directly exposed to a common peril; a vessel is not in common peril with another vessel if by disconnecting from such other vessel it is in a position of safety or ceases to be actually and directly exposed to such peril. For purposes of said Rules, the parties expressly acknowledge that the Project Cargoes are carried in accordance with the recognized custom of the trade. To the extent required by Contractor, average agreement, bond and/or additional security shall be furnished by Customer prior to discharge/release of the Project Cargoes. Any cash deposit shall be payable in U.S. currency, remitted to an average adjuster of Contractor's choosing and held in a special account in the adjuster's name, with interest thereon to become a part thereof pending settlement of general average.

In the event of accident, danger, or disaster before or after commencement of voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which Contractor is not responsible by statute, contract or otherwise, the Project Cargoes and Customer shall contribute with Contractor and vessel(s) in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred with respect to the Project Cargoes. The contribution of Project Cargoes and Customer to general average shall be paid to Contractor even when such average is the result of fault, neglect or error of the vessel master, pilot or crew. If a salving ship is owned and/or operated by Contractor, salvage shall be paid for as fully and in the same manner as if such salvage ship belonged to strangers.

(2). Both-to-Blame Collisions: In the event of cargo damage resulting from collision, if the vessel(s) (or either of them) should collide or come into contact with another ship or object as a result of the negligence of the other ship or object and any act, neglect or default of master, mariners, pilot or servants of Contractor in the navigation, management or maintenance of the vessels, Customer shall indemnify Contractor and the vessel(s) from and against all loss and liability to the other or non-carrying ship, her owners and any third parties insofar as such loss and liability represents a loss of, damage to or any claim whatsoever of Customer, the owners of the cargoes and/or their underwriters, paid or payable by the other or non-carrying ship, her owners or third parties to Customer, the owners of the cargoes or their underwriters and set off, recouped or recovered by the other or non-carrying ship, her owners or any third parties as a part of their claim(s) against Contractor and/or the vessel(s). The foregoing shall apply when the owners, operators or those in charge of any ship or object other than or in addition to those colliding are at fault with respect to such collision or contact.

E. Transportation by Truck: In the event of interstate surface transportation by motor truck or rail the Carmack Amendment to the Interstate Commerce Act (Carmack) will be applicable. In such an event, the transportation by air shall be subject to said Convention and Contractor's Air Waybill and the limitations of liability set forth therein shall apply for all loss or damage to the Project Cargoes transported by air.

D. Exceptions: Contractor shall not be liable for any loss, damage, delay, shortage, misdelivery, failure to deliver or other result involving the Project Cargoes caused by: act of God; peril of land, sea or air; threat or act of terrorism; act of public enemy; act of war; act of public or government authority or other with apparent public or government authority; fire; quarantine; act or omission of Customer or its agent or representative; strike, lockout or other labor dispute; sabotage; riot or other civil commotion; wastage in bulk or weight or arising from the nature of the goods; inherent vice; improper and/or

insufficient packing, securing, packaging, marking or addressing; latent defect not discoverable by due diligence; compliance with instructions from Customer; goods loaded by Customer into sealed container or other packages, providing the seal or package remains unbroken and not physically damaged; errors in operation or navigation of a vehicle, vessel or other conveyance; and/or resulting from a vessel owner succeeding in any limitation of liability or similar provision.

E. Delivery and Claims: Delivery of the Project Cargoes without written notification of loss/damage to Contractor shall be prima facie evidence that the Project Cargoes have been delivered in the same good order, count and condition as when initially received by Contractor. As a condition precedent to any recovery against Contractor:

(1). The Project Cargoes must be carefully inspected by Customer immediately upon delivery, and any loss/damage which would then be evident must be noted in writing to Contractor, or the Project Cargoes shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Contractor.

(2). In the event of loss/damage not ascertainable at delivery, or in the event the Project Cargoes are delayed, lost or otherwise not timely delivered, written notice must be given to Contractor within three (3) days, after which it shall be conclusively presumed that the Project Cargoes were delivered in the same good order, count and condition as when initially received by Contractor.

(3). Contractor shall have a reasonable opportunity to inspect the Project Cargoes in the same condition as upon delivery and before any alteration or destruction. In furtherance of the foregoing, Customer shall immediately notify Contractor of any bad order condition of the Project Cargoes upon ascertaining such condition and thereafter hold the Project Cargoes, together with all packing material, crates, containers pallets, etc. in which the Project Cargoes were packed or upon which the Project Cargoes were Transported, at the disposition or Contractor or its designated surveyor or other authorized representative.

(4). A formal written claim for loss/damage, along with all supporting documentation specifying the full particulars thereof and the amount(s) being claimed, must be filed with Contractor within three (3) months of delivery, the date on which the Project Cargoes should have been delivered, or the date on which Contractor disallowed the claim or pertinent part of the claim, whichever is later, except in the case of a claim arising from interstate surface transport, in which event the claim must be made within nine (9) months..

(5). Suit against Contractor for any claims, loss, damage of any nature must be filed within one (1) year from delivery or release of the goods or the date which the goods should have been delivered or released for air and ocean claims, and within two (2) years from the date of denial of the claim for interstate surface transport claim.

(6). Contactor shall not be obliged to entertain or adjust any claim and there shall be no recovery against Contractor until fees and other amounts due Contractor with respect to the Project Cargoes have been fully paid and received by Contractor.

12. SUBCONTRACTING: Contractor may subcontract and/or engage vendors to provide all or any part of the transportation services, with such subcontractors and vendors to have the same limitations upon, exceptions and defenses to, and immunities and exemptions from liability as available to Contractor under these Terms and Conditions, at law or otherwise. Customer warrants it shall make no claim against any such subcontractor or vendor with respect to the Project Cargoes or their transportation but only, if applicable, against Contractor; if any such claim shall be made against any such subcontractor or vendor, Customer shall indemnify and hold Contractor harmless (including legal fees and costs) of and from any loss, damage, expense, liability and/or suit relating thereto.

13. CONSEQUENTIAL DAMAGES: Neither Contractor nor its subcontractors/vendors, nor any conveyance, shall be liable for any indirect, consequential, special, or punitive damages of any type or nature whatsoever and howsoever arising, including without limitation any loss of profits, loss of income, loss of business opportunity, business interruption, loss of use and/or loss of ability to use undamaged component or system parts, regardless of whether resulting from its negligence, breach of these Terms and Conditions or otherwise, and regardless of whether any such damages may have been foreseeable.

14. EXTENSION OF BENEFITS: All limitations upon, and exceptions and defenses to, liability granted to Contractor under these Terms and Conditions, at law or otherwise shall be automatically extended to all parent, subsidiary and/or affiliated business entities of Contractor (including its and their respective owners, directors, officers, employees and agents) and to all vessels, vehicles, aircraft, conveyances, carriers, contractors, subcontractors, stevedores, agents and all other persons/entities and equipment utilized and/or providing any services whatsoever with respect to the Project Cargoes or their transportation and the aggregate liability of Contractor and all such persons shall not exceed the agreed liability of Contractor alone as set forth herein.

15. PERFORMANCE: Contractor shall not be responsible for delay or inability to perform to the extent caused by: acts of God; perils of the air, land or sea; adverse weather conditions; errors in the navigation/operation of a conveyance; breakdown or defect in the hull, machinery, equipment, etc. of a conveyance not resulting from a lack of due diligence to make the same air, road or seaworthy at commencement of voyage/trip, as applicable; strikes or labor troubles; war; restraint or seizure by government or belligerent party; riot or civil commotion; terrorism; theft or pilferage; epidemic; quarantine; embargo; deviation in attempt to save life or property at sea; fire or explosion; and/or any other cause which is beyond its actual direct control, including without limitation delays caused by Customer, its employees, agents or contractors, of whatever nature or kind, intentional or unintentional. In performing services, Contractor acts as Customer's agent. Contractor shall have no duties, and makes no express or implied warranties, other than those set forth in these Terms and Conditions.

16. CANCELLATION: In the event Customer cancels the services to be provided by Contractor, Customer shall pay the proportion of the entire fee identified in the Price Quotation as a cancellation charge, in addition to all costs and expenses incurred by Contractor as required pursuant to Article 2 of these Terms and Conditions, above.

17. ASSIGNMENT: Customer may not assign its rights or obligations under these Terms and Conditions in whole or part without the prior written consent of Contractor.

18. LAW AND DISPUTE RESOLUTION: These Terms and Conditions and all claims or causes of action arising out of or relating to these Terms and Conditions, the Project Cargoes and/or their transportation, shall be governed by the laws of the United States, to the extent there is an applicable United States statute or rule of law, and otherwise by the laws of the State of New York. Any dispute relating to these Terms and Conditions, the Project Cargoes and/or their transportation, shall be resolved through litigation only in New York, New York, with the parties hereby consenting to the personal and subject matter jurisdiction of such courts and the applicability and convenience of said venue. Customer further irrevocably consents to the commencement and to the transfer of venue in any or all such actions to any other venue in which Contractor is party to a legal action brought by itself or a third party that arises from or is connected with the Contractor's transportation services under these Terms and Conditions. Customer waives all defenses based on inconvenience of forum in all actions commenced under these Terms and Conditions. Customer shall pay all costs incurred by Contractor (including attorneys' fees and expenses) in connection with any dispute between Customer and Contractor (including for transfers of venue, for appeals, and in bankruptcy and receivership proceedings).

19. INTEGRATION, MODIFICATION AND CONSTRUCTION: These Terms and Conditions together with the Contractor's Price Quotation, bills of lading and other shipment documentation issued by Contractor as well as the terms in Contractor's invoices and Application for Credit constitute the entire agreement between the parties and expressly supersede all prior and contemporaneous agreements, written and oral. If these Terms and Conditions conflict with the terms of any other such document or agreement, then all relevant documents shall be construed in a manner that maximizes the Company's rights, remedies, powers, privileges, and protections. These Terms and Conditions shall not be modified except through a writing signed by both parties. These Terms and Conditions shall be construed neutrally, and as the commemoration of the mutual assent of both parties, rather than for or against a party. The headings used above are for convenience of reference only. If any portion of these Terms and Conditions shall, in whole or in part, be determined unenforceable or invalid, the balance of these Terms and Conditions shall remain in full force and effect without regard to such illegality or unenforceability of a portion of these Terms and Conditions. The terms "including" and "includes" are not limiting. The waiver of any provision or any breach of any provision of these Terms and Conditions by Contractor shall not operate or be construed as a continuing waiver or waiver of any subsequent breach or violation hereof.